

01-599-CD
EBBETS PARTNERS, LTD et al -vs- ROY A. FELTZER, II

Date: 11/6/2008

Time: 09:38 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

User: LMILLER

Case: 2001-00599-CD

Current Judge: Fredric Joseph Ammerman

NCO Portfolio Management, et al vs. Roy A. Fetzer II

Civil Other

Date		Judge
4/27/2001	X Filing: Civil Complaint Paid by: Molczan, William T. (attorney for Ebbets Partners, LTD.) Receipt number: 1824210 Dated: 04/27/2001 Amount: \$80.00 (Check) One CC Sheriff	No Judge
5/14/2001	X Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
6/27/2001	X Filing: Praecipe for Default Judgment Paid by: Molczan, William T. (attorney for Ebbets Partners, LTD.) Receipt number: 1827503 Dated: 06/27/2001 Amount: \$20.00 (Check) Notice to Defendant Statement to Atty Molczan	No Judge
8/7/2006	X Assignment of Judgment, filed by Atty. Molczan 2 Cert. to Atty. Molczan Transfer assignment unto NCO Portfolio Management.	No Judge
8/25/2008	X Filing: Writ of Execution (Bank Attachment and Levy) Paid by: Molczan, William T. (attorney for Ebbets Partners, LTD) Receipt number: 1925581 Dated: 8/25/2008 Amount: \$20.00 (Check) Writ of Execution against Roy A. Fetzer, II, Northwest Savings Bank, Garnishee, and CSB Bank, Garnishee, in the amount of \$22,476.52. Filed by s/ William T. Molczan, Esquire. 4CC & 9 Writs to Sheriff	No Judge
10/10/2008	X Answers to Interrogatories, filed by Northwest Savings Bank. no cert. copies.	No Judge
10/31/2008	X Order, this 31st day of Oct. 2008, upon consideration of the attached pro se Claim For Exemption filed by the Defendant, it is Ordered that a hearing on said Claim for Exemption be held on Nov. 7, 2008 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Sheriff; 1CC Atty. Molczan; 1CC Def. - 70 Shaw Lane, Curwensville, PA 16833; Fax also to Atty. Molczan	Fredric Joseph Ammerman

11-12-08 order, dated 11-7-08

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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK

CASE NO: 01-599-CO

Plaintiff,

v.

ROY A. FETZER, II

Defendant.

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47438
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR 01901465

FILED

APR 27 2001

William A. Shaw
Prothonotary

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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK
interest to Integra Bank/Pittsburgh

CASE NO:

Plaintiff,

v.

ROY A. FETZER, II

Defendant.

COMPLAINT IN CIVIL ACTION

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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICES
PA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

COMPLAINT

1. Plaintiff is a corporation with offices at 323 Lakeside Avenue, Cleveland, Ohio 44113.
2. Defendant, Roy A. Fetzner, III, is an adult individual residing at RR 2 Lumber City Highway, Curwensville, CLEARFIELD County, Pennsylvania 16833.
3. On or about March 17, 1995, Defendant duly executed a Note (hereinafter the "Contract") in favor of Plaintiff, a true and correct copy of said Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of a credit line in the principal amount of \$6,834.25.
5. Defendant defaulted under the terms of the parties' agreement by failing to make payment to Plaintiff as promised, thereby rendering the entire balance of the Contract immediately due and payable.
6. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.
7. Plaintiff avers that a payoff balance of \$11,219.42 is due from Defendant as of March 2, 2001.
8. Plaintiff avers that the written agreement between the parties provides that Plaintiff is entitled to interest at the rate of 12.49 percent per annum.

9. Plaintiff avers that interest from March 2, 2001 to April 4, 2001 calculated at the aforesaid rate amounts to \$130.53.

10. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees in the event of collection.

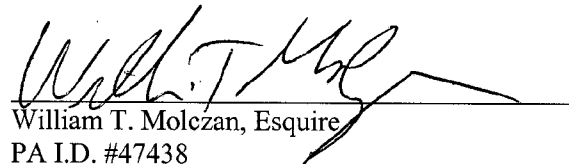
11. Plaintiff avers that such attorneys' fees amount to \$3,926.80 to date and that said fees continue to accrue.

12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest or any part thereof to the Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Roy A. Fetzner, II, individually, in the amount of \$15,276.75 with appropriate additional attorneys' fees and continuing interest thereon at the rate of 12.49% per annum plus costs.

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

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

A handwritten signature in dark ink, appearing to read "W.T. Molczan", is written over a horizontal line.

William T. Molczan, Esquire

PA I.D. #47438

Attorney for Plaintiff

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR 01901465

AND SECURITY AGREEMENT

Branch Clearfield Account No. 37779073001
 Dated 3/17, 19 95 NOTICE: If checked ☐, see separate Itemization of Amount Financed.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12.490 %	\$ 2,390.75	\$ 6,834.25	\$ 9,225.00

Itemization of Amount Financed
Amount Financed
\$ 6,834.25
Amount given to you directly
\$
Amount paid on your account
\$ 6667.63
Amount paid to others on your behalf
to public officials
\$
to insurance company
\$ 166.62
to
\$
to
\$
to
\$
Prepaid Finance Charge
\$

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 153.75	Monthly, beginning April 19 95

Security: Any money you have on deposit with us secures this loan. Collateral securing other obligations to us may also secure this loan. You are giving a security interest in:

- ☐ the goods or property being purchased.
☐ (brief description of other property) N/A

Filing Fees \$ -0-

Late Charge: If a payment is late, you will be charged 5% of the payment, but not more than \$5.00.

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

See your Note documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs below as "Borrower" or "Co-Signer." If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

YOU PROMISE TO PAY TO US: INTEGRA BANK/ North

or to our order, at any of our offices, the Principal sum of Six Thousand Eight Hundred Thirty Four dollars and--25/100th, plus interest at the rate of 12.49 % per year (the "Note Rate") computed on the outstanding Principal balance in the manner described below, by making payments as provided in the Payment Schedule. Payments are due beginning on the date shown in the Payment Schedule and on the same day of each following month until we receive payment in full. TIME IS OF THE ESSENCE.

SECURITY AGREEMENT: As security for the prompt payment of the sums you now or later owe, plus interest, and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant to us a security interest in the following property. This Security Agreement also secures the payment of: (a) all of your debts which are owed to or assigned to us now or in the future; (b) all of our costs and expenses, including attorneys' fees, incurred in the collection of any debts secured hereby, in any action to protect or enforce our rights under the Security Agreement, or in bankruptcy proceedings of or against you; (c) all amounts which you agree in this Security Agreement or the Mortgage to pay to us; and (d) any refinancing, substitution, extension and/or renewal of any of the above.

(i) a security interest in the following personal property and its equipment and accessories:

YEAR N/A ☐ New ☐ Used

MAKE _____

MODEL _____

SERIAL NO. _____

BODY TYPE _____

OTHER PROPERTY: _____

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage on _____

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life Insurance and Single Credit Disability Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life Insurance is available to any two of you signing below for such insurance. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the cost(s) shown below are included in the Itemization of the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance,

which costs \$ 166.62

Roy A. Fetzer II
 Signature of person to be insured for Single Credit Life Insurance

What is your age? 24 Years

By signing, you want Single Credit Disability Insurance, which costs \$ _____

Signature of person to be insured for Single Credit Disability Insurance

What is your age? 24 Years

By signing, you both want Joint Credit Life Insurance,

which costs \$ _____

What are your ages?

1. _____ Years

2. _____ Years

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

SEE YOUR INSURANCE CERTIFICATE OR POLICY FOR INFORMATION ABOUT THE MAXIMUM AMOUNT OF INSURANCE AVAILABLE.

By signing, you (both of you) do not want credit insurance.

Signature of Borrower

Signature of Borrower

Insurer: UNION SECURITY LIFE INSURANCE COMPANY, ATLANTA, GA.

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.
 BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.
 YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

Roy A. Fetzer II
 Borrower's Signature Roy A. Fetzer II

P.O. Box 107 Kylertown, Pa. 16847

Address

Borrower's Signature

Address

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

CO-SIGNER'S SURETY AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us, or to our order, the Principal sum, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment on the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Address

Date

Co-Signer's Signature

Address

Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing as "Co-Owner" below, together with the Borrower or otherwise being all of the owners of the Collateral, grant us a security interest in the Collateral identified above. If the Collateral consists of personal property, you agree to be bound by the terms of the Security Agreement contained in this Note. If the Collateral consists of real property, you agree to be bound by the terms of the Mortgage. You are granting us this security interest to induce us to make the loan to the Borrower and to secure the payment by the Borrower of all sums due under this Note. If, on default and sale of the Collateral, there remains

EXHIBIT

ADDITIONAL TERMS

DEFAULT:

- The following are each "Defaults":
- (i) You fail to make any payment to us on or before the day it comes due;
 - (ii) You provide us with false information or signatures at any time;
 - (iii) You die or become legally incompetent;
 - (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage or in any other note or agreement you now or later have with us;
 - (v) You cannot pay any of your debts as they come due;
 - (vi) The Collateral is lost, stolen, damaged or destroyed;
 - (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
 - (viii) Proceedings are begun under the Bankruptcy Code by or against you;
 - (ix) Any judgment is entered of record against you; or
 - (x) Any of your property is attached or subject to being forfeited.

DEFAULT AND REQUIRED PAYMENT IN FULL: If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of the Principal sum and earned interest to be immediately due and payable. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the Default and of our intention to take action if you do not cure within the time period provided in our notice. If we file an action to collect amounts in Default, you also agree to pay all of our court costs and our reasonable attorneys' fees of 30% of the amount due. Our right to collect attorneys' fees may be limited during any cure period provided by law. We will continue to impose interest daily on all sums owed to us at the Note Rate, until we receive payment in full, even after maturity and/or if we have obtained judgment against you.

LATE CHARGE: If any payment is not made within 15 days of its due date, we will charge and you agree to pay a late payment charge of 5% of the amount of the late payment, but not more than \$5.00.

MULTIPLE PARTIES: If there is more than one Borrower on this Note, or one or more Co-Signers, all of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

WAIVERS: If we declare the unpaid balance of the Note and earned interest to be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");
 - (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
 - (iii) to obtain an official certification of nonpayment (known as "protest").
- If you have made or make in the future another loan agreement with us, we might obtain a security interest in your principal dwelling to secure that other loan

agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement, but also all other loan agreements you have with us. We waive (give up) any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note. If any of the Collateral securing this Note is "household goods" as defined by the Federal Reserve Board Regulation AA, we waive (give up) the right to claim that security interest to secure any debt other than the debt evidenced by this Note, unless such debts are extensions, refinancings, or consolidations of this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

NO NOTICE OR LOSS OF RIGHTS: We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note;
- (ii) give additional time for payment of any amount owing under this Note;
- (iii) exercise, give up or delay exercising any right against any person or property;
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

RISK OF LOSS: You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

BENEFIT AND BURDEN: All the benefits of this Note shall favor us, our successors and assigns. If we assign this Note to an assignee, all of our rights and benefits under this Note shall belong to and be enforceable by the assignee. Unless you receive notice of the assignment, you may continue to make payments to and serve any notice on us, and we will receive them on behalf of the assignee. If you are notified of the assignment, you agree to make all payments to or serve any notice on the assignee, at the address as directed by the assignee. The obligation shall bind you, and your heirs, personal representatives and assigns.

NOTICES: Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at its address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

APPLICATION OF PAYMENTS: We will apply payments first to interest and then to reduce the principal. If late charges have been billed and you pay more than the regular monthly payment, we will first apply to the billed late charges the amount which is in excess of the regular monthly payment.

LAW: This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

SECURITY AGREEMENT

SECTION 1. LOAN AND COLLATERAL. When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

SECTION 2. YOUR OTHER AGREEMENTS.

2.1 OWN, SELL, ETC. You own the Collateral free and clear of all liens and security interests. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

2.2 MAINTAINING THE COLLATERAL. At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

2.3 DEPOSIT ACCOUNTS. If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period, as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewed deposit shall be Collateral subject to this Security Agreement.

2.4 INSURANCE. While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insurer that are satisfactory to us. The policy must name us as the "loss-payee." The policy must provide that any loss is to be payable to you and to us as our interests appear. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction or other evidence of insurance to us. In the event of any loss or damage to the Collateral, 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 also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

2.5 NOTING OUR SECURITY INTEREST. If a certificate of title is issued for the Collateral, you promise to deliver to us the certificate of title for the Collateral at the time of signing this Agreement (or if the title is not yet issued, immediately on issuance). You agree to assist us in and to pay the cost of having our security interest noted on the certificate of title.

2.6 YOUR AUTHORITY TO US. If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums that you owe on this Note, on which we impose interest as provided in this Note. If you

fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, we may, if we alone choose, advance any sums you promised to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Note Rate, if permitted by law, and may be repayable: (i) immediately on demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone may specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

2.7 INSPECTION. You will permit us to inspect the Collateral at any reasonable time.

SECTION 3. NO LOSS OF RIGHTS. The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any of you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

SECTION 4. DEFAULT. A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party on default which are provided under the Uniform Commercial Code, on our declaring the Note to be immediately due and payable:

4.1 APPLICATION OF DEPOSITS. We may apply any deposits included in the Collateral against the sums that you owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity to realize on the Collateral. If we terminate the deposit, the contract of deposit or applicable law may require that we impose substantial penalties for the early withdrawal.

4.2 SURRENDER OF COLLATERAL. We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

4.3 PEACEFUL REPOSSESSION. If you don't surrender the Collateral to us, we may take possession of it, with or without legal process, in accordance with law. You authorize us to peaceably enter on any premises where the Collateral may be located for the purpose of taking possession and removing it.

4.4 EXPENSES OF REPOSSESSION AND STORAGE. We may charge you our reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral so long as they are allowed by law.

4.5 SALE OF COLLATERAL. We may sell or assign the Collateral at one or more public or private sales. If we sell the Collateral at a public sale, we will give you reasonable notice of the time and place of sale. In the event of a private sale or other disposition of the Collateral, we will notify you of the time after which the sale or other disposition may occur. We may purchase the Collateral at a private sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply the proceeds of sale first to our expenses and then to the sums you owe on this Note. We will pay any surplus to you. If a sum is still owed to us, you and the Co-Signer must pay it to us.

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Life and Disability Insurance coverage will be applicable to this Note if so marked on the front of this Note 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 or persons signing the request for such insurance; provided that, Disability Insurance covers only the primary debtor when joint coverage is requested. The amount of charge is indicated for each type of 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. 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.

FORM NPG-52

NOTICE: SEE FRONT SIDE FOR IMPORTANT INFORMATION

01901465

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 WILLIAM J. JANESZ

(Name)

General Partner

of

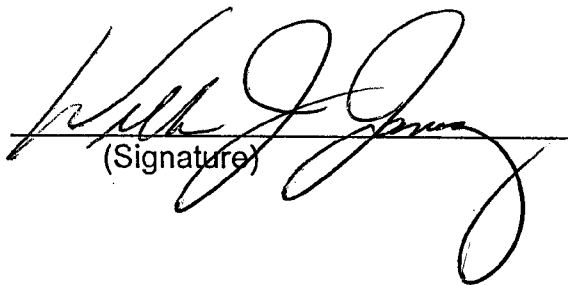
EBBETS PARTNERS, LTD.

, 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

APR 27 2001

Wm
M 8:16 AM
William A. Shaw
Prothonotary
eth macy pd
\$80.00

1cc Sheryl
B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10949

EBBETS PARTNERS, LTD. Assignee of National City Bank

01-599-CD

VS.

FETZER, ROY A. II

COMPLAINT

SHERIFF RETURNS

NOW MAY 4, 2001 AT 11:40 AM DST SERVED THE WITHIN COMPLAINT ON
ROY A. FETZER II, DEFENDANT AT RESIDENCE, RR# 2, BOX 369, LUMBER CITY
HIGHWAY, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO ROY A. FETZER II A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

Return Costs

Cost	Description
30.48	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAY 11 2001
0/11/09
William A. Shaw *g*
Prothonotary

Sworn to Before Me This

11th Day Of May 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 Hays
Chester A. Hawkins
Sheriff

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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK

Plaintiff

vs.

ROY A. FETZER, II

Defendant

No. 01-599-CD

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#01901465

FILED

JUN 27 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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-599-CD

ROY A. FETZER, II

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Roy A. Fetzer, II, above named, in the default of an Answer, in the amount of \$15,642.68 computed as follows:

Amount claimed in Complaint	\$15,276.75
Interest from 4/4/01 to 6/13/01 at the contract interest rate of 12.49% per annum	\$365.93
TOTAL	\$15,642.68

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#01901465

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

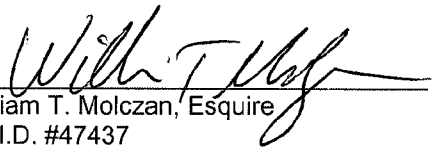
And that the last known address of the Defendant is: RR #2, Box 369-Lumber City Highway, Curwensville, PA 16833

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#01901465

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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-599-CD

ROY A. FETZER, II

Defendant

IMPORTANT NOTICE

TO: ROY A. FETZER, II
RR #2, BOX 369, LUMBER CITY HIGHWAY
CURWENSVILLE, PA 16833

Date of Notice: May 30, 2001

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: 

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 #01901465

FILED

JAN 27 2001

11:35 AM City of Morgan
William A. Shaw
Prothonotary

PD 520.00

See ind. to Dy.

Statement to City of Morgan

COPY

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

EBBETS PARTNERS, LTD., ASSIGNEE OF
NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-599-CD

ROY A. FETZER, II

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

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

(xx) Assumpsit Judgment in the amount
 of \$15,642.68 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

Roy A. Fetzer, II
RR #2, Box 369, Lumber City Highway
Curwensville, PA 16833

By: _____
PROTHONOTARY (OR DEPUTY)

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

COPY

Ebbets Partners, LTD.
National City Bank
Plaintiff(s)

No.: 2001-00599-CD

Real Debt: \$15,642.68

Atty's Comm:

Vs.

Costs: \$

Int. From:

Roy A. Fetzer II
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 27, 2001

Expires: June 27, 2006

Certified from the record this 27th of June, 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

EBBETS PARTNERS, LTD.

Plaintiff

vs.

ROY A FETZER II

Defendant

No. 01-599 CD

ASSIGNMENT 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#01901465

FILED

AUG 07 2006

M/3:20/06

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Affl

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EBBETS PARTNERS, LTD.
Plaintiff

No.01-599 CD

vs.

ROY A FETZER II
Defendant

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that Ebbets Partners, Ltd., in consideration of the sum of \$1.00 in hand paid to Ebbets Partners, Ltd. , receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, transfer, assign and set over unto NCO Portfolio Management, whose address is 1804 Washington Blvd, #500, Baltimore, MD 21230, its successors and assigns, all of the right, title, and interest of Ebbets Partners, Ltd., in and to that certain judgment entered by and in favor of Ebbets Partners, Ltd. and docketed in the Court of Common Pleas of Clearfield County, in the Commonwealth of Pennsylvania, against Roy A. Fetzer, II, said judgment being in the amount of \$15,642.68, in debt or damages, and the sum of costs of suit, together with all accrued interest, late charges, with all the benefit and advantages that may be obtained thereby, Ebbets Partners, Ltd. does hereby grant to NCO Portfolio Management, its successors and assigns, full power to recover the same to its own use.

This assignment is made without any recourse, warranty or representation whatsoever by Ebbets Partners, Ltd. to NCO Portfolio Management as to the judgment, its enforcement, and/or collectability.

Ebbets Partners, Ltd. does hereby further authorize and empower the Prothonotary or any attorney on behalf of the said NCO Portfolio Management to mark the said judgment to its use.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th

day of July, 2006.

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



William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

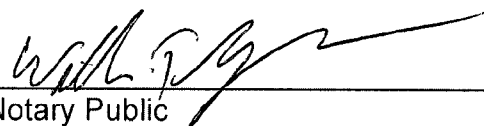
Pittsburgh, PA 15219

(412) 434-7955

WWR#01901465

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

On this, the 24th day of July, 2006, before me, a Notary Public in and for the aforesaid County and State, personally appeared William T. Molczan, Esquire, who acknowledged himself to be the attorney for Ebbets Partners, Ltd. and being authorized to do so, executed the foregoing Assignment of Judgment for the purposes therein contained.



Notary Public

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

EBBETS PARTNERS, LTD.

Plaintiff

No. 01-599 CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT and LEVY)**

ROY A FETZER II

Defendant

NORTHWEST SAVINGS BANK
CSB BANK,

Garnishees,

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#01901465

FILED *Atty pd. \$20.00*

m/248604
AUG 25 2008 *4cc@twits*

to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

(G10)

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

EBBETS PARTNERS, LTD.

Plaintiff

vs.

Civil Action No. 01-599 CD

ROY A FETZER II

Defendant

NORTHWEST SAVINGS BANK
CSB BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against ROY A FETZER II, Defendant
3. against NORTHWEST SAVINGS BANK AND CSB BANK, Garnishees

4. Judgment Amount	\$	15642.68
Less payments of	\$	(334.52)
Interest	\$	6983.36
Costs	\$	185.00
SUBTOTAL:	\$	22476.52

Costs (to be added by Prothonotary):

Prothonotary costs \$ 120.00

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#01901465

DATED: _____

WWR#01901465

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

EBBETS PARTNERS, LTD.

Plaintiff

No. 01-599 CD

vs.

**INTERROGATORIES IN ATTACHMENT
NORTHWEST SAVINGS BANK AND CSB BANK**

ROY A FETZER II

Defendant

and

NORTHWEST SAVINGS BANK
CSB BANK

Garnishees

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#01901465

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

EBBETS PARTNERS, LTD.

Plaintiff

vs.

Civil Action No.: 01-599 CD

ROY A FETZER II
Defendant

and

NORTHWEST SAVINGS BANK
CSB BANK
Garnishees

TO: NORTHWEST SAVINGS BANK
1200 S 2ND ST
CLEARFIELD, PA 16830

Suggested Reference No.: XXX-XX-4285

CSB BANK
434 STATE ST
CURWENSVILLE, PA 16833

RE: ROY A FETZER II
16536 TYRONE PIKE
CURWENSVILLE, PA 16833

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?


5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By: 
William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#01901465

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 _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

(SIGNATURE)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

EBBETS PARTNERS, LTD.
Plaintiff

No. 01-599 CD

vs.

ROY A FETZER II
Defendant
NORTHWEST SAVINGS BANK
CSB BANK
GARNISHEES

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

() (1) set aside in kind (specify property, to be set aside in kind:

() (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: () in cash () in kind
(specify property): _____

(b) Social Security benefits on deposit in the amount of \$ _____

(c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

COPY

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

EBBETS PARTNERS, LTD.
Plaintiff

vs.

Civil Action No. 01-599 CD

ROY A FETZER II
Defendant

NORTHWEST SAVINGS BANK
CSB BANK
Garnishees

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROY A FETZER II Defendant(s);

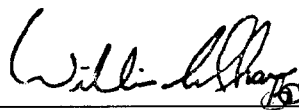
- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NORTHWEST SAVINGS BANK AND CSB BANK, as garnishees, NORTHWEST SAVINGS BANK, 1200 S 2ND ST, CLEARFIELD, PA 16833 AND CSB BANK, 434 STATE ST, CURWENSVILLE, PA 16833 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due\$ 22476.52

Costs to be added..... \$ 120.00

Prothonotary costs

Prothonotary

 8/25/08
Deputy

DATED: _____

WWR#01901465

FILED
OCT 10 2008
m/10:50/0
William A. Shaw
Prothonotary/Clerk of Courts
no 4/6

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

EBBETS PARTNERS, LTD.

Plaintiff

No. 01-599 CD

vs.

**INTERROGATORIES IN ATTACHMENT
NORTHWEST SAVINGS BANK AND CSB BANK**

ROY A FETZER II

Defendant

and

NORTHWEST SAVINGS BANK
CSB BANK

Garnishees

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#01901465

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

EBBETS PARTNERS, LTD.

Plaintiff

vs.

Civil Action No.: 01-599 CD

ROY A FETZER II

Defendant

and

NORTHWEST SAVINGS BANK

CSB BANK

Garnishees

TO: NORTHWEST SAVINGS BANK
1200 S 2ND ST
CLEARFIELD, PA 16830

Suggested Reference No.: XXX-XX-4285

CSB BANK
434 STATE ST
CURWENSVILLE, PA 16833

RE: ROY A FETZER II
16536 TYRONE PIKE
CURWENSVILLE, PA 16833

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? *NO*

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.
N/A

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant. *Checking account "2866008978" which is jointly owned with his wife Dorothy Fetzner and has a balance of \$100.24 which is not restrained.*

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?
NO

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest? *There are 2 accounts that the defendant is the Rep Payee for Trevor W Fetzner and these accounts are funded by Supplemental Social Security.*

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?
No

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?
No

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis. *Yes - Joint account receives unemployment compensation and Rep Payee accounts receive Social Security*

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Yes joint account balance \$ 100.24

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#01901465

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 LEE BARNEY
(Name)

agent of NORTHWEST SAVINGS BANK garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

Lee Barney
(SIGNATURE)

NORTHWEST SAVINGS BANK
P O BOX 128
WARREN, PA 16365

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

EBBETS PARTNERS, LTD.
Plaintiff

No. 01-599 CD

vs.

ROY A FETZER II
Defendant
NORTHWEST SAVINGS BANK
CSB BANK
GARNISHEES

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

☐ (1) set aside in kind (specify property, to be set aside in kind: _____)

☐ (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption): _____

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind
(specify property): _____

(b) Social Security benefits on deposit in the amount of \$ _____

(c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

EBBETS PARTNERS, LTD.
Plaintiff

vs.

Civil Action No. 01-599 CD

ROY A FETZER II
Defendant

NORTHWEST SAVINGS BANK
CSB BANK
Garnishees

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROY A FETZER II Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NORTHWEST SAVINGS BANK AND CSB BANK, as garnishees, NORTHWEST SAVINGS BANK, 1200 S 2ND ST, CLEARFIELD, PA 16833 AND CSB BANK, 434 STATE ST, CURWENSVILLE, PA 16833 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due\$ 22476.52

Costs to be added..... \$ 120.00

Prothonotary costs

Received this writ this 26th day
of August A.D. 2008
At 10:30 A.M./P.M.

Prothonotary

William L. Hays 8/25/08
Deputy

Charles G. Hawkins
Sheriff by *Amber Butler* - *Amber Butler*



**NORTHWEST
SAVINGS BANK**

Where people make the difference.

Ebbets Partners LTD

Vs.

Roy A Fetzer II
Commonwealth of Pennsylvania
County of Clearfield
Case No 01-599CD

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Lee Barney

10-8-08

Please forward all future related documents from the above referenced case number to:

Northwest Savings Bank
Attn: Lee Barney
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7355

Thank you.

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Ebbets Partners LTD

Plaintiff

vs.

Roy A Fetzer II

Defendant

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 01-599CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 8th day of October 2008, to unrepresented parties in the above captioned matter as follows:

Roy A Fetzer II
70 Shaw Ln
Curwensville, Pa 16833

Weltman Weinber & Reis Co LPA
1400 Koppers Building
436 Seventh Ave
Pittsburgh, Pa 15219

By Lee Barney 10-8-08
Lee Barney
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365
(814) 728-7355

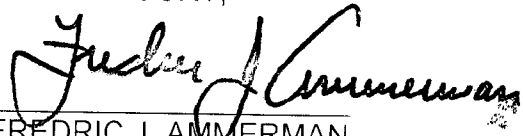
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NCO PORTFOLIO MANAGEMENT, et al	*	NO. 01-599-CD
Plaintiffs	*	
vs.	*	
ROY A. FETZER, II,	*	
Defendant	*	

ORDER

AND NOW, this 31st day of October, 2008, the Court upon consideration of the attached *pro se* Claim For Exemption filed by the Defendant with the Office of the Sheriff of Clearfield County on October 29, 2008; it is the ORDER of this Court that a hearing on said Claim for Exemption to be held on **Friday, November 7, 2008 at 3:00 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.**

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED ICC Sheriff
012:3754
OCT 31 2008 ICC Amy Molezan
ICC Def.
William A. Shaw 70 Shaw Lane
Prothonotary/Clerk of Courts Curwensville, PA
16833
Fax also to Amy Molezan
(610)

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

☐ (1) set aside in kind (specify property, to be set aside in kind:☐ (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind
(specify property):(b) Social Security benefits on deposit in the amount of \$⁶⁴ AS WELL AS FUTURE(c) Other (specify amount & basis for exemption): JOINT BANK DEPOSITS.
ACC. WITH WIFE ENTIRETY PROPERTY
AMOUNT IN ACC. AND FUTURE DEPOSITS ARE EXEMPT.

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: 705 NAWLANE CURWENSVILLE PA 16833 TELEPHONE NUMBER: 814 836 3180

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: 10/22/08

Defendant: Raya F. Felter JP

THIS CLAIM TO BE FILED WITH:Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO. 1423
DESTINATION ADDRESS 14124347959
PSWD/SUBADDRESS
DESTINATION ID
ST. TIME 10/31 14:54
USAGE T 00' 23
PGS. 2
RESULT OK

Prothonotary
PO Box 549
Clearfield, PA 16830
Phone: 814-765-2641, Ext. 1330
Fax: 814-765-7659

**Clearfield County
Courthouse**

Fax

To: William T. Molczan, Esq.

From: William A. Shaw

Fax: (412) 434-7959

Date: 10/31/08

Phone:

Pages: 2

Re:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

This is a courtesy fax due to the fact that the hearing has been scheduled for November 7, 2008. A certified copy will follow by mail. Thank you.

UA

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

NCO PORTFOLIO MANAGEMENT,
et al.

-VS-

ROY A. FETZER, II

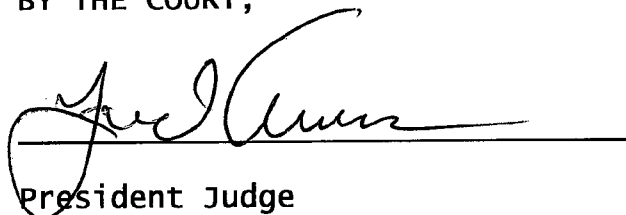
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No. 01-599-CD

O R D E R

AND NOW, this 7th day of November, 2008, this being the date set for hearing on the Defendant's Claim for Exemption from Execution, with the Court noting the Defendant and his attorney have appeared while no one has appeared on behalf of the Plaintiff, it is the ORDER of this Court that the execution garnishment proceedings be and are hereby dismissed in regard to the account held at Northwest Savings Bank in the name of Roy A. Fetzer, II, and his wife, Dorothy Fetzer, as well as the account at said bank where the said Roy A. Fetzer, II, is the representative payee of his son Trevor Fetzer. The claim for exemption is granted.

BY THE COURT,


President Judge

FILED

014:00 CD
NOV 12 2008

S William A. Shaw
Prothonotary/Clerk of Courts

JCC Atty. Molezan

ICC Det. 70 Shaw Lane (610)
Curwensville, PA 16833

ICC Sheriff
(without memo)

FILED

NOV 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/21/08

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 X Defendant(s) Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20842
NO: 01-599-CD

PLAINTIFF: EBBETS PARTNERS, LTD
vs.
DEFENDANT: ROY A. FETZER II

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 8/26/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/2/2009

DATE DEED FILED

PROPERTY ADDRESS 16536 TYRONE PIKE CURWENSVILLE , PA 16833

5 FILED
01/01/09
FEB 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES


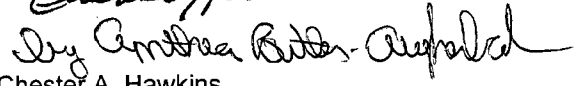
SHERIFF HAWKINS \$78.74

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

_____ Day of _____ 2009



Chester A. Hawkins
Sheriff

EBBETS PARTNERS, LTD

vs

ROY A. FETZER II

1 @ SERVED ROY A. FETZER II

DEPUTIES UNABLE TO SERVE ROY A. FETZER II, DEFENDANT AT 16536 TYRONE PIKE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, THERE IS ONLY A BARN AT THAT ADDRESS.

2 9/24/2008 @ 2:54 PM SERVED NORTHWEST SAVINGS BANK

SERVED NORTHWEST SAVINGS BANK, GARNISHEE, BY HANDING TO ANNETTE LUMADUE, ASSISTANT MANAGER OF NORTHWEST SAVINGS BANK, AT HER PLACE OF EMPLOYMENT 1200 S. 2ND STREET, CLEARFIELD, CLEARFIELD A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

3 9/24/2008 @ 11:32 AM SERVED CSB BANK

SERVED CSB BANK, NOW NORTHWEST SAVINGS BANK, GARNISHEE, BY HANDING TO NANCY SMEAL, MANAGER AT HER PLACE OF EMPLOYMENT, NORTHWEST SAVINGS BANK, 434 STATE STREET, CURWENSVILLE, CLEARFIELD A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, OCTOBER 22, 2008 ROY A FETZER II, DEFENDANT FILED A CLAIM FOR EXEMPTION.

@ SERVED

NOW, NOVEMBER 3, 2008 RECEIVED A COPY OF A COURT ORDER FOR HEARING ON THE CLAIM FOR EXEMPTION ON NOVEMBER 7, 2008.

@ SERVED

NOW, FEBRUARY 2, 2009 RETURN WRIT AS TIME EXPIRED.

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

EBBETS PARTNERS, LTD.
Plaintiff

vs.

Civil Action No. 01-599 CD

ROY A FETZER II
Defendant

NORTHWEST SAVINGS BANK
CSB BANK
Garnishees

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROY A FETZER II Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NORTHWEST SAVINGS BANK AND CSB BANK, as garnishees, NORTHWEST SAVINGS BANK, 1200 S 2ND ST, CLEARFIELD, PA 16833 AND CSB BANK, 434 STATE ST, CURWENSVILLE, PA 16833 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due\$ 22476.52

Costs to be added..... \$ 120.00

Prothonotary costs

Received this writ this 26th day
of August A.D. 2008
At 10:30 A.M./P.M.

Prothonotary

William L. Hays 8/25/08
Deputy

Christopher A. Hunkeler
Sheriff Deputy Christopher A. Hunkeler

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME ROY A. FETZER II

NO. 01-599-CD

NOW, February 01, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Roy A. Fetzer II to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00
MILEAGE LEVY	9.02
MILEAGE POSTING	9.02
HANDBILLS	
COMMISSION	0.00
POSTAGE HANDBILLS DISTRIBUTION	1.68
ADVERTISING	
ADD'L SERVICE	18.00
ADD'L POSTING	
ADD'L MILEAGE	7.02
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE COPIES	15.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$78.74

DEBT-AMOUNT DUE	22,476.52
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	185.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	698.36
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$23,598.62

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	78.74
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS \$198.74

TOTAL COSTS \$23,598.62

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,
(a) I desire that my statutory \$300.00 exemption be:
() (1) set aside in kind (specify property, to be set aside in kind:

- () (2) paid in cash following the sale of the property levied upon; or
(b) I claim the following exemption: (specify property and basis of exemption):

- (2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

- (a) my \$300.00 statutory exemption: () in cash () in kind
(specify property):

- (b) Social Security benefits on deposit in the amount of \$164 AS WELL AS FUTURE
(c) Other (specify amount & basis for exemption): JOINT BANK DEPOSITS.

ACC. WITH WIFE ENTIRETY'S PROPERTY
AMOUNT IN ACC. AND FUTURE DEPOSITS ARE EXEMPT.

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: 70 SHAWLANE CURWENSVILLE PA 16833 TELEPHONE NUMBER: 814 236 3180

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: 10/22/08

Defendant:

Roya Leber

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

NCO PORTFOLIO MANAGEMENT, et al
Plaintiffs

vs.

ROY A. FETZER, II,
Defendant

*
*
*
*
*

NO. 01-599-CD

ORDER

AND NOW, this 31st day of October, 2008, the Court upon consideration of the attached *pro se* Claim For Exemption filed by the Defendant with the Office of the Sheriff of Clearfield County on October 29, 2008; it is the ORDER of this Court that a hearing on said Claim for Exemption to be held on Friday, November 7, 2008 at 3:00 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

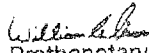
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 31 2008

Attest.


Prothonotary/
Clerk of Courts