

01-599-CD  
EBETS PARTNERS, LTD et al -vs- ROY A. FETZER, II

Date: 11/6/2008

Time: 09:38 AM

Page 1 of 1

**Clearfield County Court of Common Pleas**

ROA Report

Case: 2001-00599-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

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

Civil Other

Date	Judge	
4/27/2001	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
6/27/2001	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Assignment of Judgment, filed by Atty. Molczan 2 Cert. to Atty. Molczan Transfer assingment unto NCO Portfolio Management.	No Judge
8/25/2008	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Answers to Interrogatories, filed by Northwest Savings Bank. no cert. copies.	No Judge
10/31/2008	<input checked="" type="checkbox"/> Order, this 31st day of Oct. 2008, upon consideration of the attached pro se Fredric Joseph Ammerman 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	

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.

**COMPLAINT IN CIVIL ACTION**

ROY A. FETZER, II

Defendant.

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. Fetzer, III, is an adult individual residing at RR 2 Lumber City Highway, Curwesnvile, 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.

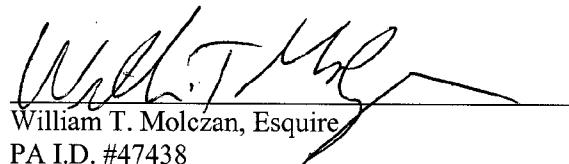
11. Plaintiff avers that such attorneys' fees amount to \$3,926.80 to date and that said fees continue to accrue.

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. Fetzer, 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.



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. % <u>12.490</u>	The dollar amount the credit will cost you. \$ <u>2,390.75</u>	The amount of credit provided to you or on your behalf. \$ <u>6,834.25</u>	The amount you will have paid after you have made all payments as scheduled. \$ <u>9,225.00</u>

Your Payment Schedule will be:

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

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 25/100 dollars, 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) any other 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 costs shown below. Single Credit Life Insurance and Single Credit Disability 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

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

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.

Borrower's Signature Roy A. Fetzer IIAddress P.O. Box 107 Kylertown, Pa. 16847

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 \_\_\_\_\_

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 _____	\$
Prepaid Finance Charge	\$

**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

##### DEFINITIONS:

- (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 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 20% 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

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 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 peacefully 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 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

61901465

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

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)

Roy A. Fetzer II

**FILED**

APR 27 2001  
MICHIGAN  
William A. Shaw  
Prothonotary  
\$80.00

cc Shewy

**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.

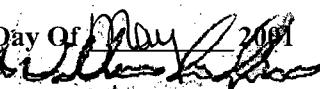
**FILED**

MAY 11 2001

0/11/09

William A. Shaw *Seal*  
Prothonotary

**Sworn to Before Me This**

11th Day of May 2001  


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

**So Answers,**

  
by Marilyn Harry  
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

No. 01-599-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

ROY A. FETZER, II

Defendant

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
<b>TOTAL</b>	<b>\$15,642.68</b>

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

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

By:

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 7<sup>th</sup> 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 Praeclipe 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  
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

27 2001  
m 3:58 AM  
William A. Shaw  
Prothonotary  
pd \$20.00

for not to do

Statement to attorney

**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

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.

Entry of Judgment of  
 Court Order  
 Non-Pro  
 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 No. 01-599 CD

vs.

ROY A FETZER II

ASSIGNMENT OF JUDGMENT

Defendant 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 *Ewen*

AUG 07 2006  
11/3/2011  
William A. Shaw  
Prothonotary/Clerk of Courts

*I sent to Att*

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 20<sup>th</sup>  
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 24<sup>th</sup> 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.

Walt R. B.  
Notary Public

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

EBBETS PARTNERS, LTD.

Plaintiff

No. 01-599 CD

vs.

ROY A FETZER II

Defendant

NORTHWEST SAVINGS BANK  
CSB BANK,

Garnishees,

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

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 2:48 PM  
AUG 25 2008 4CC & 9 Writs  
to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

(GJ)

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  
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 2<sup>ND</sup> 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.

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

COPY

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 2<sup>ND</sup> 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

*Will L. Hays* 8/25/08  
Deputy

FILED

OCT 10 2008

~10:50~

William A. Shaw  
Prothonotary/Clerk of Courts

AC 4/

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 2<sup>ND</sup> 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 formerly owned with his wife Dorothy Fetzer 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 3 accounts that the defendant is the Rep Payee for Trevor W Fetzer 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  
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**

vs.

**No. 01-599 CD**

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 2<sup>ND</sup> 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 26<sup>th</sup> day  
of August A.D. 2008  
At 10:30 A.M./P.M.

Prothonotary

*Will Allay* 8/25/08

Deputy

Chester G. Hawkins  
Sheriff by Cynthia Butler-Coughlin



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*  
16-8-08

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 8<sup>th</sup> 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

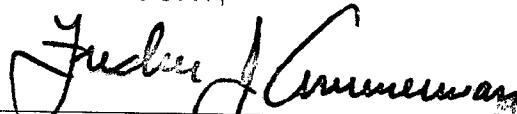
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

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

ORDER

AND NOW, this 31<sup>st</sup> 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 012:37PM OCT 31 2008  
100 Amy Molczan  
ICC Sheriff  
ICC Atty Molczan  
ICC Def.  
William A. Shaw 70 Shaw Lane  
Prothonotary/Clerk of Courts Curwensville, PA  
16833  
Fax also to Amy Molczan  
(610)

01-599-CJ

COPY

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 ENTIRETIES 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 SNOW LANE CULWENSVILLE MAIL BOX 333 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:

Boyle Frederick

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.**

VA

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

NCO PORTFOLIO MANAGEMENT, :  
et al.

-vs-

No. 01-599-CD

ROY A. FETZER, II

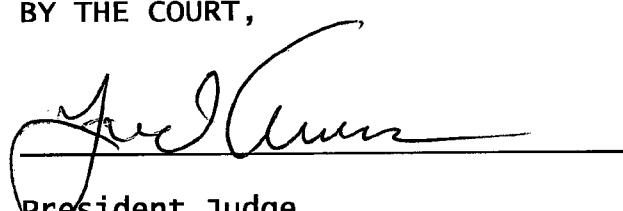
O R D E R

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.

**FILED**

01400601  
NOV 12 2008

BY THE COURT,



---

President Judge

S  
William A. Shaw  
Prothonotary/Clerk of Courts  
200 Atty Molezak  
ICC Def. 70 Shaw Lane (610)  
Curwensville, PA 16833  
ICC Sheriff  
(without memo)

**FILED**

NOV 12 2008

William A. Shew  
Prothonotary/Clerk of Courts

DATE: 11/16/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

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**  
09/11/09  
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*  
*By Andrea Butter-Aufderheide*  
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 TURE 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 RETURNED 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 2<sup>ND</sup> 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 26<sup>th</sup> day  
of August A.D. 2008  
At 10:30 A.M./P.M.

Prothonotary

Willie H. Hayes 8/25/08  
Deputy

Chesler A. Hawkins  
Sheriff Sgt. Cynthia Beller-Clyburn

**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 li 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	DEBT-AMOUNT DUE INTEREST @ %	22,476.52 0.00
MILEAGE LEVY	9.02	FROM TO	
MILEAGE POSTING	9.02	PROTH SATISFACTION LATE CHARGES AND FEES COST OF SUIT-TO BE ADDED	185.00
HANDBILLS COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE HANDBILLS	1.68	ATTORNEY COMMISSION REFUND OF ADVANCE	
DISTRIBUTION ADVERTISING		REFUND OF SURCHARGE SATISFACTION FEE	40.00
ADD'L SERVICE	18.00	ESCROW DEFICIENCY PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	698.36
ADD'L MILEAGE	7.02	MISCELLANEOUS	
ADD'L LEVY BID/ SETTLEMENT AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$23,598.62</b>
RETURNS/DEPUTIZE COPIES	15.00	<b>COSTS:</b>	
BILLING/PHONE/FAX	10.00	ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS		TAXES - TAX CLAIM	
<b>TOTAL SHERIFF COSTS</b>	<b>\$78.74</b>	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	78.74
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	120.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$198.74</b>
		<b>TOTAL COSTS</b>	<b>\$23,598.62</b>

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 ENTIRETIES 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 NAWL LANE CURWENSVILLE 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: 10/02/08

Defendant:

Roya L. Schaeffer

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 \* NO. 01-599-CD  
Plaintiffs \*  
vs. \*  
ROY A. FETZER, II, \*  
Defendant \*  
\*  
\*

ORDER

AND NOW, this 31<sup>st</sup> 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.

*William L. Brown*  
Prothonotary/  
Clerk of Courts