

01-659-CD  
FEDERAL ASSURANCE -vs- DUANE C. DIXON  
CORPORATION

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

No. 01-659-CJ

vs.

COMPLAINT IN CIVIL ACTION

DUANE C. DIXON,

Defendant

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON A. MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

BERNSTEIN FILE NO. G0003416  
DIRECT DIAL: (412) 456-8100

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.

FILED

MAY 07 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

Civil Action No.

DUANE C. DIXON,

Defendant

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by 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 SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
1-800-692-7375**

COMPLAINT

1. Plaintiff is a corporation having offices at 930-2 Cass Street, P.O. Box 7028, New Castle, PA 16107.
2. Defendant Duane C. Dixon is an adult individual residing at R.D. 2, Box 389, DuBois, Clearfield County, Pennsylvania. 15801.
3. On or about March 12, 1999, Defendant duly executed a Retail Installment Contract and Security Agreement (hereinafter the "Contract") in favor of Geneva Tuck & Equipment, Inc., the Seller, 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 the vehicle more particularly identified as a used 1998 Westernstar, Serial No. 2WKPDCCH5JK919354.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Geneva Truck & Equipment, Inc. to Plaintiff.
6. 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.
7. 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.
8. Plaintiff avers that a balance of \$5,430.70 is due from Defendant as of February 24, 2001.
9. Plaintiff avers that the written agreement between the parties provides that Plaintiff is entitled to default charges at the rate of 2% per month.

10. Plaintiff claims default charges as of February 25, 2001 in the amount of \$15.42.

11. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

12. Plaintiff avers that such attorneys' fees amount to \$150.00 to date and that said fees continue to accrue.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Duane C. Dixon, in the amount of \$5,596.12 with appropriate additional attorneys' fees and continuing default charges and interest per month from February 25, 2001 plus costs.

Respectfully submitted,  
BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorney for  
PA I.D. #68013  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8138

**RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT  
AND FEDERAL DISCLOSURE STATEMENT**

|                |  |                   |  |                    |
|----------------|--|-------------------|--|--------------------|
| SELLER (NAME)  |  | BUYER(S) (NAME)   |  | TRANSACTION NUMBER |
| ADDRESS        |  | RESIDENCE ADDRESS |  |                    |
| CITY AND STATE |  | CITY AND STATE    |  |                    |
| TELEPHONE      |  | TELEPHONE         |  |                    |

|  |  |  |                              |   |  |  |
|--|--|--|------------------------------|---|--|--|
| <b>ANNUAL PERCENTAGE RATE</b><br>The cost of your credit as a yearly rate. |  | <b>FINANCE CHARGE</b><br>The dollar amount the credit will cost you. |                              | <b>Amount Financed, the amount of credit provided to you or on your behalf.</b> | <b>Total Of Payments, The amount you will have paid after you have made all payments as scheduled.</b> | <b>Total Sale Price, The total cost of your purchase on credit, including your down payment of</b> |
|  |  |  |                              | \$ 1498.00  | \$ 1698.00   | \$ 1698.00   |
|  |  |  |                              |   |  |  |
|  |  |  |                              |   |  |  |
| <b>YOUR PAYMENT SCHEDULE WILL BE:</b>                                      |  | <b>FIRST PAYMENT DUE DATE</b>  | <b>LAST PAYMENT DUE DATE</b> | <b>PAYABLE IN:</b>  | <b>AMOUNT OF FIRST PAYMENT</b>   | <b>AMOUNT OF OTHER PAYMENTS</b>  |
|  |  | 6-12-84  | 3-12-11                      | MONTHLY PAYMENTS  | \$ 712.73  | \$ 712.73  |
|  |  |  |                              |   |  |  |
|  |  |  |                              |   |  |  |

**SECURITY:** You are giving a security interest in the goods or property being purchased.

**LATE CHARGE:** If a payment is late 10 days or more, you will be charged 2% per month on the amount of installment in arrears.

**PREPAYMENT:** If you pay off early, you may have to pay a penalty.

If you pay off early, you may be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, pre-payment refunds, and security interests.

Buyer(s) grant to Seller a security interest in any goods described below plus all attachments, equipment, parts, replacements products and proceeds of all collateral, and return of premium of any related insurance, until the Total of Payments is paid in full.

|   |                   |               |            |
|---|-------------------|---------------|------------|
| <b>DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES</b> |                   |               |            |
| ITEMS   | YEAR-MAKE-MODEL   | SERIAL NUMBER | CASH PRICE |
| Used AS WESERSTAR 4004                                | 2WKPDCCH5JK919354 |               | \$2500.00  |
| Technicolor Federal Assurance Corporation             |                   |               |            |
| P.O. Box 7200   |                   |               |            |
| New Castle, DE 19720-0200                             |                   |               |            |

PURSUANT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE HEREOF, BUYER PURCHASES THE GOODS AND/OR SERVICES DESCRIBED HEREIN, ACCEPTS DELIVERY OF THE GOODS IN GOOD CONDITION, AND AGREES TO PAY TO THE ORDER OF SELLER AT THE OFFICE OF THE HOLDER OF THIS CONTRACT THE TOTAL OF PAYMENTS ACCORDING TO THE SCHEDULE OF PAYMENTS SET OUT BELOW.

If checked here, date of first payment above and corresponding payment schedule is estimate only, subject to adjustment for delivery of goods. If goods are not delivered within 10 days after the said date finance charge in such case will begin to accrue on date of delivery of goods and first payment will be due thirty days thereafter, in which case Seller is authorized to change above first payment date to conform to the foregoing and to notify Buyer in writing of the corrected first payment date.

**DEFAULT CHARGE:** If any installment is in arrears, Buyer(s) agree to pay a default charge of 2% per month on the amount of the installment in arrears. Such default charge may be computed on the basis of a full calendar month for any fraction month period in excess of 10 days.

**ACCELERATION:** Upon default Seller at its option may without notice accelerate maturity and declare the entire amount unpaid hereon, including accrued charges but with credit for unearned charges, immediately due and payable.

**PREPAYMENT REFUND CREDIT:** If the debt is prepaid in full one month or more prior to maturity, Buyer(s) will receive a refund credit of the unearned portion of the finance charge computed by the sum of the digits method commonly called the Rule of 78ths. The Seller is not required to rebate any portion of such charge which results in a net minimum finance charge of less than \$10, if the refund so computed is less than \$1, no refund will be made.

**ITEMIZATION OF AMOUNT FINANCED**

|   |            |
|---|------------|
| 1. Cash Price (Includes Taxes) . . . . .  | \$ 2500.00 |
| 2. Less Cash Down Payment . . . . .   | \$ 500.00  |
| 3. Trade-In . . . . .   | \$ 0.00    |
| 4. Total Down Payment . . . . .   | \$ 2000.00 |
| 5. Unpaid Balance of Cash Price . . . . .   | \$ 1498.00 |
| (Difference Between 1 & 4)  |            |
| 6. Net Balance on previous Contract (if any) . . . . .                              | \$ 0.00    |
| 7. Other Charges:   |            |
| Official Fees . . . . .   | \$ 0.00    |
| License Fee . . . . .   | \$ 0.00    |
| Title Fee . . . . .   | \$ 0.00    |
| Other . . . . .   | \$ 0.00    |
| (Specify) . . . . .   | \$ 0.00    |
| Credit Life Insurance   |            |
| Single <input type="checkbox"/> Joint <input checked="" type="checkbox"/> . . . . . | \$ 0.00    |
| Credit Disability . . . . .   | \$ 0.00    |
| (Acc. & Health) Insurance . . . . .   | \$ 0.00    |
| Property Insurance . . . . .  | \$ 0.00    |
| Insured . . . . . months.   |            |
| Total other Charges . . . . .   | \$ 0.00    |
| 8. Unpaid Balance Amount Financed 15 x 71 \$ . . . . .                              | \$ 1498.00 |

BUYER(S) AGREE THAT "ADDITIONAL TERMS AND CONDITIONS" ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AS IF FULLY SET FORTH AT THIS POINT.

INSURANCE OPTION: Credit life insurance and credit disability insurance are not required on this sale, but the following insurance is available from

|  |                       |
|--|-----------------------|
| (INSURER)  | INCOME OFFICE ADDRESS |
| at the cost shown below. Credit life insurance is decreasing term coverage for the term of this contract in the amount required to discharge the debt. Credit disability insurance, on a <sup>(NO. OF DAYS)</sup> day retroactive basis, covers the unpaid payments prorated daily during the term of disability. Subject to acceptance by the insurer and within thirty days, a Certificate of Insurance describing the amount, term and coverage of the insurance, including any exceptions, limitations and restrictions in its coverage, will be delivered to the insured Buyer. |                       |

**INSURANCE**

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost of decreasing term coverage.

| TYPE                                   | PREMIUM | SIGNATURE   |
|--|---------|---|
| Single Credit Life                     | \$ 0.00 | I want credit life insurance. Signature: _____                |
| Joint Credit Life                      | \$ 0.00 | We want credit life insurance. Signature: _____               |
| Single Credit Life & Single Disability | \$ 0.00 | I want credit life and disability insurance. Signature: _____ |

You may obtain property insurance from anyone you want, provided the insurance company is acceptable to the creditor. If you get household goods insurance from or through the creditor, it will be for a term of months and you will pay \$ . . . . .

**MOTOR VEHICLE BUYERS NOTE: INSURANCE OBTAINED HEREUNDER DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.**

**NOTICE**

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

Dated 2-12-19 . . . . .

Seller: *Diana C. Dier*  
By: *Diana C. Dier*  
Title

**Notice to Buyer**

Do not sign this contract in blank.  
You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

*X Diana C. Dier*

X  
Buyer acknowledges receipt at the time of its execution of a copy of this contract.

*Diana C. Dier*  
(Buyer)

Notice See Other Side For Important Information

**EXHIBIT . . .**

ADDITIONAL TERMS AND CONDITIONS

1. Buyers jointly and severally agree: that the collateral shown on reverse shall be kept at Buyers' address shown on reverse; to personally perform all acts secured hereby including paying any deficiency hereunder.
2. Buyers jointly and severally agree: that they have risk of loss of collateral from any cause, shall keep possession of it shall not dispose of any of it or cause or permit creation of any interest of any other person in any of it; that any default hereunder or under any obligations secured hereby gives Seller right to make entire unpaid amount herein, including accrued charges but with credit or unearned charges, immediately due without notice and also right without notice to realize immediately or in due course of law on any or all of collateral in accordance with the Uniform Commercial Code of the state where this is executed or other applicable law, including but not limited to, where permissible, with or without notice, entering any premises, taking possession of collateral wherever it may be found, selling any of it, present or not, at public or private sale, for cash or credit at which Seller may bid or buy, with right of redemption in Buyers, who, after lawful application of proceeds of any sale by Seller, shall receive any surplus and shall pay any deficiency upon demand; that when required, notice shall be reasonably if mailed to Buyers at address on reverse at least ten days before the time of sale intended disposition; that Seller may require Buyer to assemble any of collateral and make it available to Seller at a place designated by Seller which is reasonably convenient to both parties; agree that though collateral may be superficially connected to land, it shall remain personal property, may be removed, and shall be easily removable by Seller from any premises to which it may be attached without injury to it or land; that taking new obligations of any kind for the debt or for it and anything additional is an extension, not payment, leaving this and all other security in force.
3. Buyer jointly and severally agree: when insurance cost is shown on reverse to buy the insurance indicated; that this contract may be assigned without notice and that no assignment or indulgence granted by Seller to any party, nor any loss, injury or destruction of collateral, nor any failure to enforce a security interest in the collateral, shall release any Buyer who signed in any capacity from any obligation hereunder; upon acceptance by the insurer, property insurance covers direct and accidental loss or damage to collateral resulting from hazards of fire or theft, or additional described hazards, or a combination of the foregoing, from the date of this contract until discharge of the indebtedness hereunder, all as provided by and subject to the applicable insurance policy.
4. Buyers jointly and severally agree: that interest after maturity of this contract shall accrue at the rate of six per cent per annum; agree to pay reasonable attorney fees when this contract is referred for collection to an attorney not a salaried employee of Seller plus court cost; agree to pay all charges for extension or deferral of any scheduled installments made by Seller at his option, if permitted by law; agree upon request of Seller to keep collateral insured for Seller's benefit against such risks, in such amounts, and with such loss payable clause as will be satisfactory to Seller and agree that upon Buyer's failure to comply, Seller may at his option procure such coverage at Buyer's expense in which case Buyers agree to pay the cost thereof on demand; agree to comply with all registration, licensing and title laws applicable to any of the collateral.
5. Buyers represent and warrant that they have elected to purchase at the deferred payment price rather than at the cash price which is less. Buyers agree that this contract constitutes the entire agreement between the parties. If the information is not available at the time of signing, Buyers authorize Seller to insert identifying numbers or marks of the collateral in the space provided herein or on about the date of delivery "Buyer" and "Buyers" are interchangeable and include his or their heirs, successors and assigns, and if more than one Buyer signs, their obligation is joint and several; "Seller" includes his or its heirs, successors and assigns. Any part of this contract contrary to law shall not invalidate any other part.
6. Buyers agree in the event of default hereunder that Seller shall have all the remedies set forth in this contract and hereby specifically waive any right they may have as to any prior judicial hearing or proceeding, pertaining to repossession of collateral.

ASSIGNMENT BY DEALER

For Value received, we hereby assign within contract and all our right, title and interest in it and in its collateral to

FEDERAL INSURANCE CORP.

(Assignee).

and warrant all of the following: 1) that this contract is the result of a sale of our own property or services; 2) that we have full and perfect title to and right to convey this contract free of any encumbrance, lien, or any interest of third parties, of any nature whatsoever; 3) that all services and installation work in connection with this contract will be completed according to the contract at the time this contract is sold to the Assignee; 4) that this contract accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any applicable installment sales law or other applicable state or federal law or administrative regulation; 5) that the goods or services covered by this contract have been unconditionally accepted by the parties to the contract; 6) that at the time this contract is sold to the Assignee, the goods and services are in the possession of the obligor and are the identical goods and services described in or related to the contract; 7) that the amount due from the obligor is not disputed or subject to any set-off deduction, credit or counterclaim; 8) that there is no undisclosed delinquency; 9) that the down payment is correctly stated in the contract; 10) that we have received cash, or its proper equivalent, for the down payment; 11) that this contract is the entire and sole contract between us and the obligor as to the sale of goods or services evidenced herein; 12) that there is no undisclosed agreement, concession or litigation of any nature affecting this contract; 13) that all the parties to this contract were competent at the time it was executed; 14) that there are no valid defenses in law or equity to this contract as it exists in the hands of the Assignee after this conveyance; and 15) Seller further agrees that, in the event any claim or defense is asserted by the Buyer against Assignee, Seller shall, on demand, repurchase the within contract for cash at a price equal to the balance remaining unpaid on said contract; and Seller shall indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller or the Manufacture to Buyer. FURTHER, if this assignment is made "With Recourse", we engage that the within contract will be paid according to its tenor and that if it is not we shall pay it to the Assignee or to any subsequent assignee, regardless of the order in which assignments are made.

With Recourse

Without Recourse

Seller/Assignor \_\_\_\_\_

Seller/Assignor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Notice See Other Side For Important Information

VERIFICATION

The undersigned does hereby verify subject to the Penalties Of 18 Pa. C.S. 94904 relating to unsworn falsification to authorities, that he\she is the Banking officer for the Plaintiff herein, that he\she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his\her knowledge, information and belief.

  
Jane Brown, Collector Special  
Assets

Verifying Officer  
Date  
Signature

Notary Public  
Date  
Signature

Notary Public  
Signature

6-21-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *A. J. Shaw*  
Deputy Prothonotary

24 Day of Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *A. J. Shaw*  
Deputy Prothonotary

FILED

RECEIVED  
MAY 11 2001  
NO. 11-381-67  
William A. Shaw  
Prothonotary

Pd. \$0.00

Dee Sheriff

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

FEDERAL ASSURANCE CORPORATION,

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C. DIXON,

Defendant

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL: (412) 456-8100  
**BERNSTEIN FILE NO. G0003416**

NOTICE

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COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.**

**FILED**

JUN 21 2001

William A. Shaw  
Prothonotary

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

FEDERAL ASSURANCE CORPORATION,

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C. DIXON,

Defendant

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

BERNSTEIN LAW FIRM, P.C.

By:

  
Lori A. Gibson  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

BERNSTEIN FILE NO. G0003416

# FILED

JUN 21 2001  
013571a  
William A. Shaw  
Prothonotary

PD \$7.00

Corp. Rec'd. to

Shaw

*b21-01*  
Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *Reindeer*

Deseret Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10986

FEDERAL ASSURANCE CORPORATION

01-659-CD

VS.

DIXON, DUANE C.

**COMPLAINT**

**SHERIFF RETURNS**

**NOW JUNE 7, 2001 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED"  
AS TO DUANE C. DIXON, DEFENDANT. NEVER RECEIVED SURCHARGE CHECK FROM  
ATTORNEY.**

---

**Return Costs**

| Cost  | Description                    |
|-------|--------------------------------|
| 14.34 | SHFF. HAWKINS PAID BY: ATTY.   |
| 10.00 | SURCHARGE PAID BY: <i>Atty</i> |

**Sworn to Before Me This**

27 Day Of July 2001  
*C. A. Hawkins*

**So Answers,**

*C. A. Hawkins*  
*By Marilyn Harr*  
Chester A. Hawkins  
Sheriff

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

**FILED**

JUL 27 2001  
0/3120/01  
William A. Shaw  
Prothonotary  
*E. K. S.*

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

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FEDERAL ASSURANCE CORPORATION

Plaintiff

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FILED ON BEHALF OF  
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PURPOSE.

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

MAY 07 2001

Attest.

*William J. Shaw*  
Prothonotary

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

COMPLAINT

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WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Duane C. Dixon, in the amount of \$5,596.12 with appropriate additional attorneys' fees and continuing default charges and interest per month from February 25, 2001 plus costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorney for  
PA I.D. #68013  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8138

**RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT  
AND FEDERAL DISCLOSURE STATEMENT**

|                |  |                   |  |                    |
|----------------|--|-------------------|--|--------------------|
| SELLER (NAME)  |  | BUYER(S) (NAME)   |  | TRANSACTION NUMBER |
| ADDRESS        |  | RESIDENCE ADDRESS |  |                    |
| CITY AND STATE |  | CITY AND STATE    |  |                    |

|   |  |   |  |  |  |   |  |   |  |
|---|--|---|--|--|--|---|--|---|--|
| ANNUAL PERCENTAGE RATE                    |  | FINANCE CHARGE                              |  | Amount Financed, the amount of credit provided to you or on your behalf. |  | Total Of Payments, The amount you will have paid after you have made all payments as scheduled. |  | Total Sale Price, The total cost of your purchase on credit, including your down payment of |  |
| The cost of your credit as a yearly rate. |  | The dollar amount the credit will cost you. |  | \$ 18434.25  |  | \$ 18434.25   |  | \$ 18434.25   |  |
| %   |  | \$  |  | \$ 18434.25  |  | \$ 18434.25   |  | \$ 18434.25   |  |

|                                |  |                        |            |                  |             |                         |             |                          |             |
|--------------------------------|--|------------------------|------------|------------------|-------------|-------------------------|-------------|--------------------------|-------------|
| YOUR PAYMENT SCHEDULE WILL BE: |  |                        |            |                  |             |                         |             |                          |             |
| 1ST PAYMENT DUE DATE           | ALL PAYMENTS DUE ON THE LAST DAY OF EACH MONTH | FINAL PAYMENT DUE DATE | PAYABLE IN | MONTHLY PAYMENTS | \$ 18434.25 | AMOUNT OF FIRST PAYMENT | \$ 18434.25 | AMOUNT OF OTHER PAYMENTS | \$ 18434.25 |
| 8-12-01                        |  | 3-12-01                |            |                  |             |                         |             |                          |             |

**SECURITY:** You are giving a security interest in the goods or property being purchased.

**LATE CHARGE:** If a payment is late 10 days or more, you will be charged 2% per month on the amount of installment in arrears.

**PREPAYMENT:** If you pay off early, you may have to pay a penalty.

If you pay off early, you may be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, pre-payment refunds, and security interests.

Buyer(s) grant to Seller a security interest in any goods described below plus all attachments, equipment, parts, replacements products and proceeds of all collateral, and return of premium of any related insurance, until the Total of Payments is paid in full.

|  |                   |               |            |
|--|-------------------|---------------|------------|
| DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES |                   |               |            |
| ITEMS  | YEAR-MAKE-MODEL   | SERIAL NUMBER | CASH PRICE |
| Item #1: REGISTRATOR 4954                      | 2WKPDCCH5JK919354 |               | \$18434.25 |
| CERHOLDER: Federal Assurance Corporation       |                   |               |            |
| P.O. Box 7788                                  |                   |               |            |
| New Castle, DE 19727-7788                      |                   |               |            |

PURSUANT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE HEREOF, BUYER PURCHASES THE GOODS AND/OR SERVICES DESCRIBED HEREIN, ACCEPTS DELIVERY OF THE GOODS IN GOOD CONDITION, AND AGREES TO PAY TO THE ORDER OF SELLER AT THE OFFICE OF THE HOLDER OF THIS CONTRACT THE TOTAL OF PAYMENTS ACCORDING TO THE SCHEDULE OF PAYMENTS SET OUT BELOW.

If checked here, date of first payment above and corresponding payment schedule is estimate only, subject to adjustment for delivery of goods. If goods are not delivered within 10 days after the said date finance charge in such case will begin to accrue on date of delivery of goods and first payment will be due thirty days thereafter, in which case Seller is authorized to change above first payment date to conform to the foregoing and to notify Buyer in writing of the corrected first payment date.

**DEFAULT CHARGE:** If any installment is in arrears, Buyer(s) agree to pay a default charge of 2% per month on the amount of the installment in arrears. Such default charge may be computed on the basis of a full calendar month for any fraction month period in excess of 10 days.

**ACCELERATION:** Upon default Seller at its option may without notice accelerate maturity and declare the entire amount unpaid hereon, including accrued charges but with credit for unearned charges, immediately due and payable.

**PREPAYMENT REFUND CREDIT:** If the debt is prepaid in full one month or more prior to maturity, Buyer(s) will receive a refund credit of the unearned portion of the finance charge computed by the sum of the digits method commonly called the Rule of 78ths. The Seller is not required to rebate any portion of such charge which results in a net minimum finance charge of less than \$10, if the refund so computed is less than \$1, no refund will be made.

**INSURANCE OPTION:** Credit life insurance and credit disability insurance are not required on this sale, but the following insurance is available from

**INSURANCE** **HOME OFFICE ADDRESS**  
at the cost shown below. Credit life insurance is decreasing term coverage for the term of this contract in the amount required to discharge the debt. Credit disability insurance, on a no or over day retroactive basis, covers the unpaid payments-prorated daily during the term of disability. Subject to acceptance by the insurer and within thirty days, a Certificate of Insurance describing the amount, term and coverage of the insurance, including any exceptions, limitations and restrictions in its coverage, will be delivered to the insured Buyer.

|  |             |   |
|--|-------------|---|
| INSURANCE  |             |   |
| Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost of decreasing term coverage.  |             |   |
| TYPE   | PREMIUM     | SIGNATURE   |
| Single Credit Life   | \$ 18434.25 | I want credit life insurance. Signature:                |
| Joint Credit Life  | \$ 18434.25 | We want credit life insurance. Signature:               |
| Single Credit Life & Single Disability   | \$ 18434.25 | I want credit life and disability insurance. Signature: |
| You may obtain property insurance from anyone you want, provided the insurance company is acceptable to the creditor. If you get household goods insurance from or through the creditor, it will be for a term of months and you will pay \$ |             |   |

**MOTOR VEHICLE BUYERS NOTE: INSURANCE OBTAINED HEREUNDER DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.**

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

Dated 2-17-19

Seller: Dream C. Darr  
By: Dream C. Darr Title:

**Notice to Buyer**

Do not sign this contract in blank.  
You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

X Dream C. Darr

X  
Buyer acknowledges receipt at the time of its execution of a copy of this contract.

Dream C. Darr  
(Buyer)

Notice See Other Side For Important Information

**EXHIBIT J.**

ADDITIONAL TERMS AND CONDITIONS

1. Buyers jointly and severally agree: that the collateral shown on reverse shall be kept at Buyers' address shown on reverse; to personally perform all acts secured hereby including paying any deficiency hereunder.
2. Buyers jointly and severally agree: that they have risk of loss of collateral from any cause, shall keep possession of it shall not dispose of any of it or cause or permit creation of any interest of any other person in any of it; that any default hereunder or under any obligations secured hereby gives Seller right to make entire unpaid amount herein, including accrued charges but with credit or unearned charges, immediately due without notice and also right without notice to realize immediately or in due course of law on any or all of collateral in accordance with the Uniform Commercial Code of the state where this is executed or other applicable law, including but not limited to, where permissible, with or without notice, entering any premises, taking possession of collateral wherever it may be found, selling any of it, present or not, at public or private sale, for cash or credit at which Seller may bid or buy, with right of redemption in Buyers, who, after lawful application of proceeds of any sale by Seller, shall receive any surplus and shall pay any deficiency upon demand; that when required, notice shall be reasonably mailed to Buyers at address on reverse at least ten days before the time of sale intended disposition; that Seller may require Buyer to assemble any of collateral and make it available to Seller at a place designated by Seller which is reasonably convenient to both parties; agree that though collateral may be superficially connected to land, it shall remain personal property, may be removed, and shall be easily removable by Seller from any premises to which it may be attached without injury to it or land; that taking new obligations of any kind for the debt or for it and anything additional is an extension, not payment, leaving this and all other security in force.
3. Buyer jointly and severally agree: when insurance cost is shown on reverse to buy the insurance indicated; that this contract may be assigned without notice and that no assignment or indulgence granted by Seller to any party, nor any loss, injury or destruction of collateral, nor any failure to enforce a security interest in the collateral, shall release any Buyer who signed in any capacity from any obligation hereunder; upon acceptance by the insurer, property insurance covers direct and accidental loss or damage to collateral resulting from hazards of fire or theft, or additional described hazards, or a combination of the foregoing, from the date of this contract until discharge of the indebtedness hereunder, all as provided by and subject to the applicable insurance policy.
4. Buyers jointly and severally agree: that interest after maturity of this contract shall accrue at the rate of six per cent per annum; agree to pay reasonable attorney fees when this contract is referred for collection to an attorney not a salaried employee of Seller plus court costs; agree to pay all charges for extension or deferral of any scheduled installments made by Seller at his option, if permitted by law; agree upon request of Seller to keep collateral insured for Seller's benefit against such risks, in such amounts, and with such loss payable clause as will be satisfactory to Seller and agree that upon Buyer's failure to comply, Seller may at his option procure such coverage at Buyer's expense in which case Buyers agree to pay the cost thereof on demand; agree to comply with all registration, licensing and title laws applicable to any of the collateral.
5. Buyers represent and warrant that they have elected to purchase at the deferred payment price rather than at the cash price which is less. Buyers agree that this contract constitutes the entire agreement between the parties. If the information is not available at the time of signing, Buyers authorize Seller to insert identifying numbers or marks of the collateral in the space provided herein on or about the date of delivery. "Buyer" and "Buyers" are interchangeable and include his or their heirs, successors and assigns, and if more than one Buyer signs, their obligation is joint and several; "Seller" includes his or its heirs, successors and assigns. Any part of this contract contrary to law shall not invalidate any other part.
6. Buyers agree in the event of default hereunder that Seller shall have all the remedies set forth in this contract and hereby specifically waive any right they may have as to any prior judicial hearing or proceeding, pertaining to repossession of collateral.

ASSIGNMENT BY DEALER

FEDERAL INSURANCE CORP.

For Value received, we hereby assign within contract and all our right, title and interest in it and in its collateral to [REDACTED] (Assignee).

(Assignee).

and warrant all of the following: 1) that this contract is the result of a sale of our own property or services; 2) that we have full and perfect title to and right to convey this contract free of any encumbrance, lien, or any interest of third parties, of any nature whatsoever; 3) that all services and installation work in connection with this contract will be completed according to the contract at the time this contract is sold to the Assignee; 4) that this contract accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any applicable installment sales law or other applicable state or federal law or administrative regulation; 5) that the goods or services covered by this contract have been unconditionally accepted by the parties to the contract; 6) that at the time this contract is sold to the Assignee, the goods and services are in the possession of the obligor and are the identical goods and services described in or related to the contract; 7) that the amount due from the obligor is not disputed or subject to any set-off deduction, credit or counterclaim; 8) that there is no undisclosed delinquency; 9) that the down payment is correctly stated in the contract; 10) that we have received cash, or its proper equivalent, for the down payment; 11) that this contract is the entire and sole contract between us and the obligor as to the sale of goods or services evidenced herein; 12) that there is no undisclosed agreement, concession or litigation of any nature affecting this contract; 13) that all the parties to this contract were competent at the time it was executed; 14) that there are no valid defenses in law or equity to this contract; it exists in the hands of the Assignee after this conveyance; and 15) Seller further agrees that, in the event any claim or defense is asserted by the Buyer against Assignee, Seller shall, on demand, repurchase the within contract for cash at a price equal to the balance remaining unpaid on said contract; and Seller shall indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller or the Manufacture to Buyer. FURTHER, if this assignment is made "With Recourse", we engage that the within contract will be paid according to its tenor and that if it is not we shall pay it to the Assignee or to any subsequent assignee, regardless of the order in which assignments are made.

With Recourse

Without Recourse

Seller/Assignor \_\_\_\_\_

Seller/Assignor \_\_\_\_\_

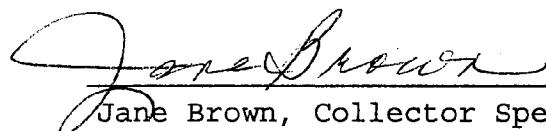
By \_\_\_\_\_

By \_\_\_\_\_

Notice See Other Side For Important Information

VERIFICATION

The undersigned does hereby verify subject to the Penalties Of 18 Pa. C.S. 94904 relating to unsworn falsification to authorities, that he\she is the Banking officer for the Plaintiff herein, that he\she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his\her knowledge, information and belief.

  
Jane Brown, Collector Special Assets

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

Sheriff Docket # 10986

**FEDERAL ASSURANCE CORPORATION**

**01-659-CD**

**VS.**

**DIXON, DUANE C.**

**COMPLAINT**

**SHERIFF RETURNS**

**NOW JULY 26, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT "NOT FOUND" AS TO DUANE C. DIXON, DEFENDANT.  
SEVERAL ATTEMPTS NEVER HOME.**

---

**Return Costs**

| <b>Cost</b> | <b>Description</b>                  |
|-------------|-------------------------------------|
| 46.05       | <b>SHFF. HAWKINS PAID BY: ATTY.</b> |

**Sworn to Before Me This**  
31<sup>st</sup> Day Of July 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

Sheriff

**FILED**

07-31-01  
JUL 31 2001

  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

No. 01-659-CO

vs.

DUANE C. DIXON,

Defendant

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON A. MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

BERNSTEIN FILE NO. G0003416  
DIRECT DIAL: (412) 456-8100

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.

6-21-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. 

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

Civil Action No.

DUANE C. DIXON,

Defendant

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by 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 SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
1-800-692-7375**

COMPLAINT

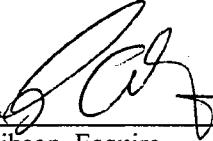
1. Plaintiff is a corporation having offices at 930-2 Cass Street, P.O. Box 7028, New Castle, PA 16107.
2. Defendant Duane C. Dixon is an adult individual residing at R.D. 2, Box 389, DuBois, Clearfield County, Pennsylvania. 15801.
3. On or about March 12, 1999, Defendant duly executed a Retail Installment Contract and Security Agreement (hereinafter the "Contract") in favor of Geneva Tuck & Equipment, Inc., the Seller, 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 the vehicle more particularly identified as a used 1998 Westernstar, Serial No. 2WKPDCCH5JK919354.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Geneva Truck & Equipment, Inc. to Plaintiff.
6. 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.
7. 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.
8. Plaintiff avers that a balance of \$5,430.70 is due from Defendant as of February 24, 2001.
9. Plaintiff avers that the written agreement between the parties provides that Plaintiff is entitled to default charges at the rate of 2% per month.

10. Plaintiff claims default charges as of February 25, 2001 in the amount of \$15.42.
11. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.
12. Plaintiff avers that such attorneys' fees amount to \$150.00 to date and that said fees continue to accrue.
13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, default charges, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Duane C. Dixon, in the amount of \$5,596.12 with appropriate additional attorneys' fees and continuing default charges and interest per month from February 25, 2001 plus costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorney for  
PA I.D. #68013  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8138

**RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT  
AND FEDERAL DISCLOSURE STATEMENT**

|  |   |   |  |   |
|--|---|---|--|---|
| SELLER'S NAME  |   | BUYER'S NAME  |  | TRANSACTION NUMBER  |
| ADDRESS  |   |   |  |   |
| CITY AND STATE   |   |   |  |   |
| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate.  |   | FINANCE CHARGE<br>The dollar amount the credit will cost you. | AMOUNT FINANCED, THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF. | Total Of Payments, The amount you will have paid after you have made all payments as scheduled. |
| % \$ 1000.00   |   | \$ 1000.00  | \$ 1000.00   | \$ 1000.00  |
| YOUR PAYMENT SCHEDULE WILL BE:   |   |   |  |   |
| FIRST PAYMENT DUE DATE   | ALL PAYMENTS DUE ON THE SAME DAY<br>NORTH | FINAL PAYMENT DUE DATE  | PAYABLE IN:  | AMOUNT OF FIRST PAYMENT   |
| 3-12-91  |   | 3-12-91   | MONTHLY  | \$ 778.73   |
|  |   |   |  | \$ 778.73   |
| <p><b>SECURITY:</b> You are giving a security interest in the goods or property being purchased.</p> <p><b>LATE CHARGE:</b> If a payment is late 10 days or more, you will be charged 2% per month on the amount of installment in arrears.</p> <p><b>PREPAYMENT:</b> If you pay off early, you may have to pay a penalty.</p> <p>If you pay off early, you may be entitled to a refund of part of the finance charge.</p> <p>See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, pre-payment refunds, and security interests.</p> |   |   |  |   |

Buyer(s) grant to Seller a security interest in any goods described below plus all attachments, equipment, parts, replacements products and proceeds of all collateral, and return of premium of any related insurance, until the Total of Payments is paid in full.

| ITEMS                                      | DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES | YEAR-MAKE-MODEL | SERIAL NUMBER | CASH PRICE |
|--|--|-----------------|---------------|------------|
| Used 48 MEDICOMSTAR 240A 2WKPDCCHSJK919354 |  |                 |               | \$1000.00  |
|  | Federal Assurance Corporation                  |                 |               |            |
|  | P.R. Ref. #28                                  |                 |               |            |
|  | Ref. #28, 100-1000                             |                 |               |            |

PURSUANT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE HEREOF, BUYER PURCHASES THE GOODS AND/OR SERVICES DESCRIBED HEREIN, ACCEPTS DELIVERY OF THE GOODS IN GOOD CONDITION, AND AGREES TO PAY TO THE ORDER OF SELLER AT THE OFFICE OF THE HOLDER OF THIS CONTRACT THE TOTAL OF PAYMENTS ACCORDING TO THE SCHEDULE OF PAYMENTS SET OUT BELOW.

If checked here, date of first payment above and corresponding payment schedule is estimate only, subject to adjustment for delivery of goods. If goods are not delivered within 10 days after the said date, finance charge in such case will begin to accrue on date of delivery of goods and first payment will be due thirty days thereafter, in which case Seller is authorized to change above first payment date to conform to the foregoing and to notify Buyer in writing of the corrected first payment date.

**DEFAULT CHARGE:** If any installment is in arrears, Buyer(s) agree to pay a default charge of 2% per month on the amount of the installment in arrears. Such default charge may be computed on the basis of a full calendar month for any fraction month period in excess of 10 days. **ACCELERATION:** Upon default Seller at its option may without notice accelerate maturity and declare the entire amount unpaid hereon, including accrued charges but with credit for unearned charges, immediately due and payable.

**PREPAYMENT REFUND CREDIT:** If the debt is prepaid in full one month or more prior to maturity, Buyer(s) will receive a refund credit of the unearned portion of the finance charge computed by the sum of the digits method commonly called the Rule of 78ths. The Seller is not required to rebate any portion of such charge which results in a net minimum finance charge of less than \$10, if the refund so computed is less than \$1, no refund will be made.

**INSURANCE OPTION:** Credit life insurance and credit disability insurance are not required on this sale, but the following insurance is available from

**INSURER:** **HOME OFFICE ADDRESS:**  
at the cost shown below. Credit life insurance is decreasing term coverage for the term of this contract in the amount required to discharge the debt. Credit disability insurance, on a no or extra day retroactive basis, covers the unpaid payments prorated daily during the term of disability. Subject to acceptance by the insurer and within thirty days, a Certificate of Insurance describing the amount, term and coverage of the insurance, including any exceptions, limitations and restrictions in its coverage, will be delivered to the insured Buyer.

|  |           |   |
|--|-----------|---|
| INSURANCE  |           |   |
| Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost of decreasing term coverage.  |           |   |
| TYPE   | PREMIUM   | SIGNATURE   |
| Single Credit Life   | \$ 100.00 | I want credit life insurance. Signature:                |
| Joint Credit Life  | \$ 100.00 | We want credit life insurance. Signature:               |
| Single Credit Life & Single Disability   | \$ 100.00 | I want credit life and disability insurance. Signature: |
| You may obtain property insurance from anyone you want, provided the insurance company is acceptable to the creditor. If you get household goods insurance from or through the creditor, it will be for a term of <u>months</u> and you will pay \$ <u>per month</u> . |           |   |

**MOTOR VEHICLE BUYERS NOTE: INSURANCE OBTAINED HEREUNDER DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.**

**NOTICE**

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

Dated 2-12-91 1991

Seller: Dan C. Daff  
By: Dan C. Daff Title:

**Notice to Buyer**

Do not sign this contract in blank.  
You are entitled to an exact copy of the contract  
You sign. Keep it to protect your legal rights.

X Dan C. Daff

X  
Buyer acknowledges receipt at the time of its execution of a copy of this contract.

Dan C. Daff  
(Buyer)  
See Other Side For Important Information

**EXHIBIT 1**

ADDITIONAL TERMS AND CONDITIONS

1. Buyers jointly and severally agree: that the collateral shown on reverse shall be kept at Buyers' address shown on reverse; to personally perform all acts secured hereby including paying any deficiency hereunder.
2. Buyers jointly and severally agree: that they have risk of loss of collateral from any cause, shall keep possession of it shall not dispose of any of it or cause or permit creation of any interest of any other person in any of it; that any default hereunder or under any obligations secured hereby gives Seller right to make entire unpaid amount herein, including accrued charges but with credit or unearned charges, immediately due without notice and also right without notice to realize immediately or in due course of law on any or all of collateral in accordance with the Uniform Commercial Code of the state where this is executed or other applicable law, including but not limited to, where permissible, with or without notice, entering any premises, taking possession of collateral wherever it may be found, selling any of it, present or not, at public or private sale, for cash or credit at which Seller may bid or buy, with right of redemption in Buyers; who, after lawful application of proceeds of any sale by Seller, shall receive any surplus and shall pay any deficiency upon demand; that when required, notice shall be reasonably if mailed to Buyers at address on reverse at least ten days before the time of sale intended disposition; that Seller may require Buyer to assemble any of collateral and make it available to Seller at a place designated by Seller which is reasonably convenient to both parties; agree that though collateral may be superficially connected to land, it shall remain personal property, may be removed, and shall be easily removable by Seller from any premises to which it may be attached without injury to it or land; that taking new obligations of any kind for the debt or for it and anything additional is an extension, not payment, leaving this and all other security in force.
3. Buyer jointly and severally agree: when insurance cost is shown on reverse to buy the insurance indicated; that this contract may be assigned without notice and that no assignment or indulgence granted by Seller to any party, nor any loss, injury or destruction of collateral, nor any failure to enforce a security interest in the collateral, shall release any Buyer who signed in any capacity from any obligation hereunder; upon acceptance by the insurer, property insurance covers direct and accidental loss or damage to collateral resulting from hazards of fire or theft, or additional described hazards, or a combination of the foregoing, from the date of this contract until discharge of the indebtedness hereunder, all as provided by and subject to the applicable insurance policy.
4. Buyers jointly and severally agree: that interest after maturity of this contract shall accrue at the rate of six per cent per annum; agree to pay reasonable attorney fees when this contract is referred for collection to an attorney not a salaried employee of Seller plus court cost; agree to pay all charges for extension or deferral of any scheduled installments made by Seller at his option, if permitted by law; agree upon request of Seller to keep collateral insured for Seller's benefit against such risks, in such amount, and with such loss payable clause as will be satisfactory to Seller and agree that upon Buyer's failure to comply, Seller may at his option procure such coverage at Buyer's expense in which case Buyers agree to pay the cost thereof on demand; agree to comply with all registration, licensing and title laws applicable to any of the collateral.
5. Buyers represent and warrant that they have elected to purchase at the deferred payment price rather than at the cash price which is less. Buyers agree that this contract constitutes the entire agreement between the parties. If the information is not available at the time of signing, Buyers authorize Seller to insert identifying numbers or marks of the collateral in the space provided herein or on about the date of delivery "Buyer" and "Buyers" are interchangeable and include his or their heirs, successors and assigns, and if more than one Buyer signs, their obligation is joint and several; "Seller" includes his or its heirs, successors and assigns. Any part of this contract contrary to law shall not invalidate any other part.
6. Buyers agree in the event of default hereunder that Seller shall have all the remedies set forth in this contract and hereby specifically waive any right they may have as to any prior judicial hearing or proceeding, pertaining to repossession of collateral.

ASSIGNMENT BY DEALER

For Value received, we hereby assign within contract and all our right, title and interest in it and in its collateral to

FEDERAL INSURANCE CORP.

(Assignee).

and warrant all of the following: 1) that this contract is the result of a sale of our own property or services; 2) that we have full and perfect title to and right to convey this contract free of any encumbrance, lien, or any interest of third parties, of any nature whatsoever; 3) that all services and installation work in connection with this contract will be completed according to the contract at the time this contract is sold to the Assignee; 4) that this contract accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any applicable installment sales law or other applicable state or federal law or administrative regulation; 5) that the goods or services covered by this contract have been unconditionally accepted by the parties to the contract; 6) that at the time this contract is sold to the Assignee, the goods and services are in the possession of the obligor and are the identical goods and services described in or related to the contract; 7) that the amount due from the obligor is not disputed or subject to any set-off deduction, credit or counterclaim; 8) that there is no undisclosed delinquency; 9) that the down payment is correctly stated in the contract; 10) that we have received cash, or its proper equivalent, for the down payment; 11) that this contract is the entire and sole contract between us and the obligor as to the sale of goods or services evidenced herein; 12) that there is no undisclosed agreement, concession or litigation of any nature affecting this contract; 13) that all the parties to this contract were competent at the time it was executed; 14) that there are no valid defenses in law or equity to this contract as it exists in the hands of the Assignee after this conveyance; and 15) Seller further agrees that, in the event any claim or defense is asserted by the Buyer against Assignee, Seller shall, on demand, repurchase the within contract for cash at a price equal to the balance remaining unpaid on said contract; and Seller shall indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller or the Manufacturer to Buyer. FURTHER, if this assignment is made "With Recourse", we agree that the within contract will be paid according to its tenor and that if it is not we shall pay it to the Assignee or to any subsequent assignee, regardless of the order in which assignments are made.

With Recourse

Without Recourse

Seller/Assignor \_\_\_\_\_

Seller/Assignor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Notice See Other Side For Important Information

VERIFICATION

The undersigned does hereby verify subject to the Penalties Of 18 Pa. C.S. 94904 relating to unsworn falsification to authorities, that he\she is the Banking officer for the Plaintiff herein, that he\she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his\her knowledge, information and belief.



Jane Brown, Collector Special Assets

CA

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

FEDERAL ASSURANCE CORPORATION

NO: 01-659-C.D.

Plaintiff

vs.

DUANE C. DIXON

MOTION FOR SERVICE OF COMPLAINT IN CIVIL  
ACTION PURSUANT TO SPECIAL ORDER OF  
COURT

Defendant

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF THIS PARTY:  
LORI A. GIBSON  
PA I.D. #68013  
Bernstein Law Firm, P.C.  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

BERNSTEIN FILE NO. G0003416

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A  
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**FILED**

NOV 08 2001  
m 11/31 no cc  
William A. Shaw  
Prothonotary  
h/c

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

FEDERAL ASSURANCE CORPORATION

NO: 01-659-CD

Plaintiff

vs.

DUANE C. DIXON

Defendant

MOTION FOR SERVICE OF COMPLAINT IN CIVIL ACTION  
PURSUANT TO SPECIAL ORDER OF COURT

AND NOW, comes the Plaintiff, Federal Assurance Corporation and through its attorneys, Bernstein Law Firm, P.C., and files the within Motion for Service of Complaint in Civil Action Pursuant to Special Order of Court under Pennsylvania Rule of Civil Procedure 430(a) as follows:

1. On or about June 21, 2001, Plaintiff filed a Complaint in Civil Action against Defendant at the above-captioned number and term.
2. Plaintiff delivered to the Sheriff of Clearfield County a copy of the Complaint in Civil Action filed by Plaintiff directing the Sheriff to serve Defendant, Duane C. Dixon, with a copy of the Complaint in Civil Action at his last known address being R.D. 2, Box 389, Dubois, PA 15801.
3. On or about July 26, 2001, Plaintiff received notice from the Sheriff indicating that service of the Complaint in Civil Action was not made upon Defendant, Duane C. Dixon, after several attempts at his last known

address being R.D. 2, Box 289, Dubois, PA 15801, citing the reason as "never home". A true and correct copy of the Sheriff's return is marked Exhibit "A", attached hereto and made a part hereof.

4. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to serve the Defendant and the reasons why service of the Complaint in Civil Action cannot be made, is marked Exhibit "B", attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit Plaintiff to serve Defendant, Duane C. Dixon, with the Complaint in Civil Action by permitting the Plaintiff to mail a copy of the Complaint in Civil Action to Defendant at his last known address being R.D. 2, Box 389, Dubois, PA 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid, with service being perfected upon mailing.

BERNSTEIN LAW FIRM, P.C.



---

LORI A. GIBSON  
PA I.D. #68013  
Bernstein Law Firm, P.C.  
1133 Penn Avenue  
Pittsburgh, PA 15219  
(412)456-8100

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

Sheriff Docket # 10986

FEDERAL ASSURANCE CORPORATION

01-659-CD

VS.  
DIXON, DUANE C.

**COPY**

COMPLAINT

**SHERIFF RETURNS**

**NOW JULY 26, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT "NOT FOUND" AS TO DUANE C. DIXON, DEFENDANT.  
SEVERAL ATTEMPTS NEVER HOME.**

---

Return Costs

| Cost  | Description                  |
|-------|------------------------------|
| 46.05 | SHFF. HAWKINS PAID BY: ATTY. |

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2001

So Answers,



Chester A. Hawkins  
Sheriff

**EXHIBIT A.**

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

FEDERAL ASSURANCE CORPORATION

NO: 01-659-C.D.

Plaintiff

vs.

DUANE C. DIXON

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared Lori A. Gibson, Esquire, of Bernstein Law Firm, P.C., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant, Duane C. Dixon, being R.D. 2, Box 389, Dubois, PA 15801. A true and correct copy of the Postal Service Return is marked Exhibit "1" attached hereto and made a part hereof.
  
- b. Plaintiff contacted the Clearfield County Department of Voter Registration to ascertain the whereabouts of Defendant, Duane C. Dixon. A representative of Clearfield County Voter Registration confirms that, Defendant, Duane C. Dixon, is registered to vote in Clearfield County, and confirmed Defendant's address of R.D. 2, Box 389, Dubois, PA 15801.

c. Plaintiff investigated directory assistance who advised that they could not confirm or provide an address for Defendant, Duane C. Dixon.

d. Plaintiff pulled a recent Credit Bureau report on Defendant, Duane C. Dixon, which confirmed his last known address as R.D. 2, Box 389, Dubois, PA 15801.

Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, Duane C. Dixon, is R.D. 2, Box 389, Dubois, PA 15801.

BERNSTEIN LAW FIRM, P.C.



---

Lori A. Gibson, Esquire

# BERNSTEIN LAW FIRM, P.C.

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)

(STATES OF ADMISSION)

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252 TELEPHONE 1-800-927-3197 (412) 456-8100  
www.bernsteinlaw.com mail@bernieinlaw.com FAX (412) 456-8135

Postmaster,  
DuBois, PA 15801

August 6, 2001

Subject: Request for Information

Re: Federal Assurance  
Vs: Duane C Dixon  
RD 2, Box 389  
DuBois, PA 15801  
**BERNSTEIN FILE NO. G0003416**

Sir:

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Duane C Dixon  
Address: RD 2, Box 389 DuBois, PA 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

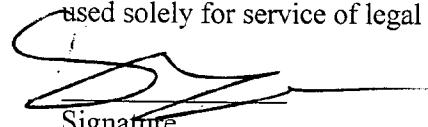
1. Capacity of requester (e.g. process server, attorney, paralegal, party representing himself): PARALEGAL
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): \_\_\_\_\_
3. The name of all known parties to the litigation: Federal Assurance VS. Duane C Dixon
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: 01-659-CD
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

EXHIBIT. ! . .

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature

1133 PENN AVENUE  
Address

Simone M. Gremillion  
Printed Name

PITTSBURGH, PA 15222  
City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

POSTMARK

Not known at address given.  
 Moved, left no forwarding address.  
 No such address.  
 Correct address.  
 New address  
 Box holder's name and address

NAME and STREET ADDRESS

\_\_\_\_\_

\_\_\_\_\_



File No. G0003416

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

FEDERAL ASSURANCE CORPORATION

NO: 01-659-C.D.

Plaintiff

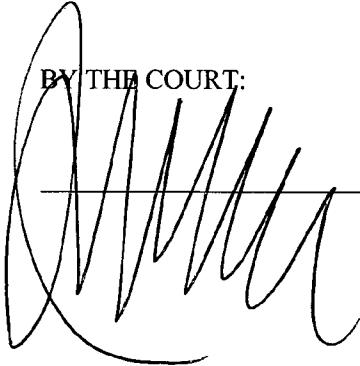
vs.

DUANE C. DIXON

Defendant

**ORDER OF COURT**

AND NOW, to-wit, this 13<sup>th</sup> day of November, 2001, upon consideration of the foregoing Motion for Service of the Complaint in Civil Action Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the complaint in Civil Action may be made on Defendant, Duane C. Dixon, by permitting the Plaintiff to mail a copy of the Complaint in Civil Action to the Defendant at his last known address being R.D. 2, Box 389, Dubois, PA 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:  
 J.

**FILED**

NOV 13 2001

LAG000048V001  
10/26/2001

William A. Shaw  
Prothonotary

FILED 30C  
NOV 13 2001  
William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the within Motion for Service of Complaint in Civil Action Pursuant to Special Order of Court and Order of Court was served on the 10th day of November, 2001, by first class mail, postage prepaid, addressed as follows:

Duane C. Dixon  
R.D. 2, Box 389  
Dubois, PA 15801



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE  
CORPORATION

Plaintiff  
vs.

Civil Action No. 01-659-CD

DUANE C DIXON

PRAECIPE TO REINSTATE COMPLAINT

Defendant

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL: (412) 456-8100  
**BERNSTEIN FILE NO. G0003416**

**NOTICE**

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.**

**FILED**

DEC 24 2001

William A. Shaw  
Prothonotary

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

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C DIXON

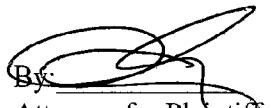
Defendant

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

BERNSTEIN LAW FIRM, P.C.

  
By:  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

BERNSTEIN FILE NO. G0003416

60003414  
VPA

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

FEDERAL ASSURANCE CORPORATION

NO: 01-659-C.D.

Plaintiff

vs.

DUANE C. DIXON

Defendant

**ORDER OF COURT**

AND NOW, to-wit, this 13<sup>th</sup> day of November, 2001, upon consideration of the foregoing Motion for Service of the Complaint in Civil Action Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the complaint in Civil Action may be made on Defendant, Duane C. Dixon, by permitting the Plaintiff to mail a copy of the Complaint in Civil Action to the Defendant at his last known address being R.D. 2, Box 389, Dubois, PA 15801 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

President Judge

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

NOV 13 2001

LAG000048V001  
10/26/2001

Attest: *William L. Hause*  
Prothonotary

# FILED

DEC 24 2001

1993 Actn W/ubson & Pd

William A. Shaw

Prothonotary

\$ 2.00

12-24-01 Document  
Reinstated/Reinstated Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION,

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C. DIXON,

Defendant

VERIFICATION OF SERVICE  
OF COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

**FILED**

FEB 22 2002

*m/130/2002*  
William A. Shaw  
Prothonotary

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL: (412) 456-8100  
BERNSTEIN FILE NO. G0003416

**NOTICE**

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.

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

FEDERAL ASSURANCE CORPORATION,

Plaintiff

vs.

Civil Action No. 01-659-C.D.

DUANE C. DIXON,

Defendant

VERIFICATION OF SERVICE OF COMPLAINT IN CIVIL ACTION

The undersigned, subject to the penalties of 18 Pa.C.S. {4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Complaint in Civil Action in the above-captioned matter by Certified Mail, to Duane C. Dixon at Rd 2 Box 389, DuBois, PA 15801, on Janaury 2, 2002 and that service of the Complaint in Civil Action was perfected upon mailing as per Court Order and is evidenced by Certified Mail Receipt No. 7000 1530 0001 9524 9309 and Certicate of Mailing, which are attached collectively hereto.



**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:

BERNSTEIN AND BERNSTEIN, P.C.

1133 PENN AVENUE, PITTSBURGH, PA 15222

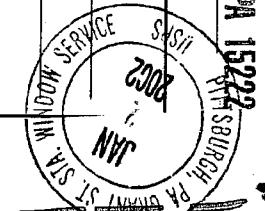
**(412) 458-8100**

One piece of ordinary mail addressed to:

DUANE C DIXON

RD 2 BOX 389

DUBOIS, PA 15801



1452 9891 7657 U.S. POSTAGE \$00.750 JAN 02 02  
 MAILED FROM ZIP CODE 15222

|   |         |
|---|---------|
| Postage   | \$ 57   |
| Certified Fee                                     | \$ 210  |
| (Endorsement Fee Required)                        | \$ 1.50 |
| Restricted Delivery Fee<br>(Endorsement Required) | \$ 4.17 |
| Total Postage & Fees                              | \$ 4.17 |

**Sent To**

DUANE C DIXON  
 Street, Apt. No.; or PO Box No.  
 RD 2 BOX 389

City, State, ZIP+4 DUBOIS, PA 15801

7000 1530 0001 9524 9309 0341

PS Form 3800, May 2000

See Reverse for Instructions

*JAN 02 1989*

*GRANT ST. STA. MINDEN*

*PITTSBURGH, PA*

*POSTMASTER*

*JAN 02 1989*

*U.S. POSTAGE*

|  |                       |
|--|-----------------------|
| 1133 PENN AVENUE, PITTSBURGH, PA 15222 | <b>(412) 458-8100</b> |
| DUANE C DIXON                          | RD 2 BOX 389          |
| DUBOIS, PA 15801                       |                       |

*3817, Mar. 1989*

*60003416 Smc*

*U.S. POSTAGE*

*PA 15222*

*1452 9891 7657 U.S. POSTAGE \$00.750 JAN 02 02*

*MAILED FROM ZIP CODE 15222*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION  
FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C DIXON

PRAECIPE FOR DEFAULT JUDGMENT

Defendant

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL: (412) 456-8100  
BERNSTEIN FILE NO. G0003416

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.

FILED 20 pd by Atty  
Gibson  
MAR 21 2002  
11/2002 p.m. *WAD*  
William A. Shaw  
Prothonotary *CM*  
no cc  
statement to Atty Gibson  
notices to def.

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

Plaintiff

vs.

Civil Action No. 01-659-CD

DUANE C DIXON

Defendant

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$6,917.34, plus continuing interest at the rate of 2% per annum on the declining balance computed as follows:

|   |                   |
|---|-------------------|
| Amount claimed in Complaint                     | \$5,596.12        |
| Interest from 2/24/01 to 3/1/02 on 5,430.70 @2% | \$1,321.22        |
| <b>TOTAL</b>                                    | <b>\$6,917.34</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.

BERNSTEIN LAW FIRM, P.C.

  
By: \_\_\_\_\_  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue,

Pittsburgh, PA 15222

Defendant: RD 2, Box 389 DuBois, PA 15801

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

FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

DUANE C DIXON

Defendant

Civil Action No. 01-659-CD

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

Your are hereby notified that the  
following Order or Judgment was  
entered against you on \_\_\_\_\_.

Assumpsit Judgment in the amount  
of \$6,917.34 plus costs.  
 Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

Duane C Dixon  
RD 2 BOX 389  
DUBOIS, PA 15801

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

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

Prothonotary

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

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

FEDERAL ASSURANCE CORPORATION,

Plaintiff

vs.

Civil Action No. 01-659-C.D.

DUANE C. DIXON,

Defendant

IMPORTANT NOTICE

COPY

TO: DUANE C. DIXON  
RD 2 BOX 389  
DUBOIS, PA 15801

Date of Notice: FEBRUARY 20, 2002

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BERNSTEIN LAW FIRM, P.C.

BY: \_\_\_\_\_  
Lori A. Gibson  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

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

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the 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.

A handwritten signature in black ink, appearing to read "John B. Smith", is written over a horizontal line.

**COPY**

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

Plaintiff  
vs.  
DUANE C DIXON  
Defendant

Civil Action No. 01-659-CD

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

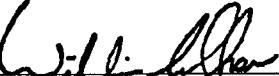
Your are hereby notified that the  
following Order or Judgment was  
entered against you on 3-21-02.

Assumpsit Judgment in the amount  
of \$6,917.34 plus costs.  
 Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

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

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

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

**COPY**

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

Federal Assurance Corporation  
Plaintiff(s)

No.: 2001-00659-CD

Real Debt: \$6,917.34

Atty's Comm:

Vs. Costs: \$

Int. From:

Duane C. Dixon  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 21, 2002

Expires: March 21, 2007

Certified from the record this 21st day of March, 2002

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William A. Shaw, Prothonotary

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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.

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Plaintiff/Attorney