

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

DUANE C. DIXON,

Defendant

No. 01-659-CD

COMPLAINT IN CIVIL ACTION

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 CLEARFIELD 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 Truck & 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. 2WKPDCCCH5JK919354.
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.

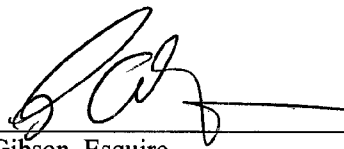
12. Plaintiff avers that such attorneys' fees amount to \$150.00 to date and that said fees continue to accrue.

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: AMERICAN CREDIT COMPANY | | BUYER(S) NAME(S): DAVID C. DEER | |
| ADDRESS: 1000 N. 10TH ST. | | RESIDENCE ADDRESS: 1000 N. 10TH ST. | |
| CITY AND STATE: PHILADELPHIA PA 19104 | | CITY AND STATE: PHILADELPHIA PA 19104 | |
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount the credit will cost you. | Amount Financed. The amount of credit provided to you or on your behalf. | Total Of Payments. The amount you will have paid after you have made all payments as scheduled. |
| % \$ 12.99 | \$ 2400.00 | \$ 2400.00 | \$ 18400.00 |
| Total Sale Price. The total cost of your purchase on credit, including your down payment of \$ 2400.00 | | | |
| YOUR PAYMENT SCHEDULE WILL BE: | | | |
| FIRST PAYMENT DUE DATE: 4-12-94 | MONTHS AND DAYS: MONTHLY | FINAL PAYMENT DUE DATE: 3-12-97 | PAYABLE IN: MONTHLY PAYMENTS |
| AMOUNT OF FIRST PAYMENT: \$ 788.70 | | AMOUNT OF OTHER PAYMENTS: \$ 770.10 | |

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, prepayment 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.

| ITEMS | DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES | YEAR-MAKE-MODEL | SERIAL NUMBER | CASH PRICE |
|-------|--|-----------------|-------------------|------------|
| | Used 1988 WESTINGHOUSE 400A | | 2WKPDCCH5JK919354 | 22500.00 |
| | TELEPHONE: Federal Assurance Corporation | | P.O. Box 7700 | |
| | New Castle, DE 19702 | | | |

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) | \$ 22500.00 |
| 2. Less Cash Down Payment | \$ 2400.00 |
| 3. Trade-In | \$ 0.00 |
| 4. Total Down Payment | \$ 2400.00 |
| 5. Unpaid Balance of Cash Price (Difference Between 1 & 4) | \$ 20100.00 |
| 6. Net Balance on previous Contract (if any) | \$ 0.00 |
| 7. Other Charges: | |
| Official Fees | \$ 250.00 |
| License Fee | \$ 0.00 |
| Title Fee | \$ 0.00 |
| Other (Specify) | \$ 0.00 |
| Credit Life Insurance | |
| Single <input type="checkbox"/> Joint <input checked="" type="checkbox"/> | \$ 0.00 |
| Credit Disability (Acc. & Health) Insurance | \$ 0.00 |
| Property Insurance | \$ 0.00 |
| Insured 12 months. | |
| Total other Charges | \$ 250.00 |
| 8. Unpaid Balance - Amount Financed (5 + 6 + 7) | \$ 20350.00 |

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) (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 90 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 | \$ 12.99 | I want credit life insurance. Signature: _____ |
| Joint Credit Life | \$ 12.99 | We want credit life insurance. Signature: _____ |
| Single Credit Life & Single Disability | \$ 12.99 | 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 12 months and you will pay \$ 0.00

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 3-12-94, 19 94

By: [Signature] Seller 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 [Signature]

X

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

[Signature] (Buyer)

Notice 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 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

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

FEDERAL ASSURANCE 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 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.

SELLER'S SIGNATURE

☐ With Recourse

☐ Without Recourse

Seller/Assignor

Seller/Assignor

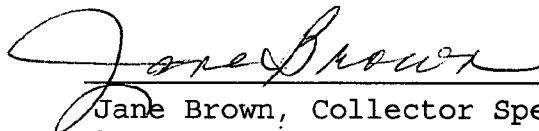
By

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

FILED
RECORDED
INDEXED
JAN 10 2008
CLERK OF ORIGIN
JAN 10 2008
CLERK OF ORIGIN

FILED
RECORDED
INDEXED
JAN 10 2008
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JAN 10 2008
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JAN 10 2008
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6-21-01 Document
~~Reinstated/Relssued to Sheriff/Attorney~~
for service.

William A. Shaw
Deputy Prothonotary

24 Dec 01 Document
Reinstated/~~Relssued~~ to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

MAY 07 2001
11:58 AM
William A. Shaw
Prothonotary
Pd. \$20.00

Dec 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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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

FOR SERVICE
BY MAIL TO
DUANE C. DIXON
1133 PENN AVENUE
PITTSBURGH, PA 15222

DEBITED BY PROTHONOTARY

FILED

JUN 21 2001

013571aH Gibson
William A. Shaw
Prothonotary

PD #7.00

Corp. Reins. to

Shaw

~~Reinstated/Reissued to Sheriff/Attorney~~
for service. *W. A. Shaw*

~~Deputy 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

[Signature]

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

So Answers,

[Signature]
by Marlyn Hamp
Chester A. Hawkins
Sheriff

FILED

JUL 27 2001

0/3:20 / m
William A. Shaw
Prothonotary

E

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

vs.

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Defendant

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

MAY 07 2001

Attest.

William L. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

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FEDERAL ASSURANCE CORPORATION

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**LAWYER REFERRAL SERVICE
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P.O. BOX 186
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1-800-692-7375**

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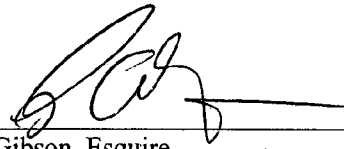
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WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Duane C. Dixon, in the amount of \$5,596.12 with appropriate additional attorneys' fees and continuing default charges and interest per month from February 25, 2001 plus costs.

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

TRANSACTION NUMBER

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

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

| | | | | |
|--------------------------------|---|------------------------|--------------------------|-------------------------|
| YOUR PAYMENT SCHEDULE WILL BE: | | | | |
| FIRST PAYMENT DUE DATE | ALL PAYMENTS ARE DUE ON THE SAME DAY EACH MONTH | FINAL PAYMENT DUE DATE | PAYABLE IN | AMOUNT OF FIRST PAYMENT |
| 8-12-80 | | 3-12-81 | 12 MONTHLY PAYMENTS | \$ 118.79 |
| | | | AMOUNT OF OTHER PAYMENTS | \$ 120.79 |

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, prepayment 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.

| ITEMS | DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES | YEAR-MAKE-MODEL | SERIAL NUMBER | CASH PRICE |
|-------|--|------------------|---------------|------------|
| | 1980 AS WESTINGHOUSE 4954 | 2WKPDCH5JK919354 | | 6200.00 |
| | ELECTRONICS: Federal Reserve Corporation P.O. Box 7700 New Castle, DE 19127-7700 | | | |

ITEMIZATION OF AMOUNT FINANCED

| | |
|---|------------|
| 1. Cash Price (Includes Taxes) | \$ 7200.00 |
| 2. Less Cash Down Payment | \$ 1000.00 |
| 3. Trade-In | \$ 0.00 |
| 4. Total Down Payment | \$ 1000.00 |
| 5. Unpaid Balance of Cash Price (Difference Between 1 & 4) | \$ 6200.00 |
| 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 (Specify) | \$ 0.00 |
| Credit Life Insurance | |
| Single <input type="checkbox"/> Joint <input checked="" type="checkbox"/> | \$ 0.00 |
| Credit Disability (Acc. & Health) Insurance | \$ 0.00 |
| Property Insurance | \$ 0.00 |
| Insured <u>12</u> months. | |
| Total other Charges | \$ 0.00 |
| 8. Unpaid Balance Amount Financed IS 45471 | \$ 6200.00 |

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.

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) (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 12 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 | \$ | I want credit life insurance. Signature: _____ |
| Joint Credit Life | \$ | We want credit life insurance. Signature: _____ |
| Single Credit Life & Single Disability | \$ | 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.

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 Dorian C. DeP

X

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

Dorian C. DeP
(Buyer)

Notice See Other Side For Important Information

Dated 2-12, 19 80

By: [Signature] Seller

Title

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 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 affix 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

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

FEDERAL ASSURANCE 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 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 _____

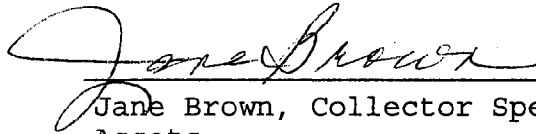
By _____

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.

A handwritten signature in cursive script, appearing to read "Jane Brown", is written over a horizontal line.

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

Cost Description

46.05 SHFF. HAWKINS PAID BY: ATTY.

Sworn to Before Me This

31st 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
Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

0123181
JUL 31 2001

William A. Shaw
Prothonotary

CEL

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FEDERAL ASSURANCE CORPORATION

Plaintiff

No. 01-654-CO

vs.

COMPLAINT IN CIVIL ACTION

DUANE C. DIXON,

Defendant

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

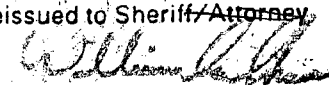
LORI A. GIBSON, ESQUIRE
PA ID#68013
JON A. MCKECHNIE, ESQUIRE
PA ID#36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

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.

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 Truck & 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. 2WKPDCCCH5JK919354.
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 | | | |
| ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small> | | FINANCE CHARGE <small>The dollar amount the credit will cost you.</small> | | Total of Payments. The amount you will have paid after you have made all payments as scheduled. | |
| % | | \$ | | \$ | |
| YOUR PAYMENT SCHEDULE WILL BE: | | Amount Financed. The amount of credit provided to you or on your behalf. | | Total Sale Price. The total cost of your purchase on credit, including your down payment of | |
| | | \$ | | \$ | |
| FIRST PAYMENT DUE DATE | | FINAL PAYMENT DUE DATE | | AMOUNT OF FIRST PAYMENT | |
| A-12-84 | | 2-12-91 | | \$ 170.79 | |
| ALL PAYMENTS ARE DUE ON THE LAST DAY OF EACH MONTH | | PAYABLE IN | | AMOUNT OF OTHER PAYMENTS | |
| | | MONTHLY PAYMENTS | | \$ 170.79 | |

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, prepayment 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.

| ITEMS | DESCRIPTION OF GOODS (COLLATERAL) AND SERVICES | YEAR-MAKE-MODEL | SERIAL NUMBER | CASH PRICE |
|-------|--|------------------|---------------|------------|
| | Used 40 HONDA MOTOR 4904 | 2WKPDCH5JK919354 | | \$2000.00 |
| | FEDERAL ASSURANCE CORPORATION | | | |
| | P.O. Box 7200 | | | |
| | New Castle, DE 19720 | | | |

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) 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. OF DAYS) 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 | \$ | I want credit life insurance. Signature: _____ |
| Joint Credit Life | \$ | We want credit life insurance. Signature: _____ |
| Single Credit Life & Single Disability | \$ | 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 _____, 19____

Signed _____
By: _____ Title _____

| ITEMIZATION OF AMOUNT FINANCED | |
|--|------------|
| 1. Cash Price (Includes Taxes) | \$ 2000.00 |
| 2. Less Cash Down Payment | \$ 0.00 |
| 3. Trade-In | \$ 0.00 |
| 4. Total Down Payment | \$ 0.00 |
| 5. Unpaid Balance of Cash Price (Difference Between 1 & 4) | \$ 2000.00 |
| 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 (Specify) | \$ 0.00 |
| Credit Life Insurance | |
| Single <input type="checkbox"/> Joint <input type="checkbox"/> | \$ 0.00 |
| Credit Disability (Acc. & Health) Insurance | \$ 0.00 |
| Property Insurance | \$ 0.00 |
| Insured _____ months. | |
| Total other Charges | \$ 0.00 |
| 8. Unpaid Balance Amount Financed (5 x 6 + 7) \$ | \$ 2000.00 |

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.

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

Signed _____
By: _____ Title _____
(Buyer)

Notice See Other Side For Important Information

White - ORIGINAL Gold - FILE COPY Pink - SELLERS' COPY Yellow - BUYERS COPY

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 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

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

FEDERAL ASSURANCE 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 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

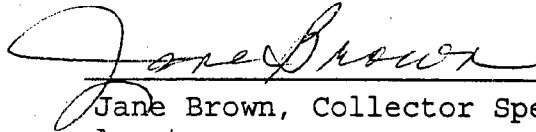
By

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.

A handwritten signature in cursive script, appearing to read "Jane Brown", is written over a horizontal line.

Jane Brown, Collector Special
Assets

CA

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

FEDERAL ASSURANCE CORPORATION

Plaintiff

NO: 01-659-C.D.

vs.

DUANE C. DIXON

Defendant

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

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/1135/no cc
William A. Shaw
Prothonotary *he*

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:

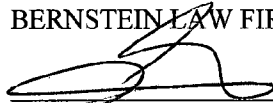
1. On or about June 21, 2001, Plaintiff filed a Complaint in Civil Action against Defendant at the above-captioned number and term.
2. Plaintiff delivered to the Sheriff of Clearfield County a copy of the Complaint in Civil Action filed by Plaintiff directing the Sheriff to serve Defendant, Duane C. 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.

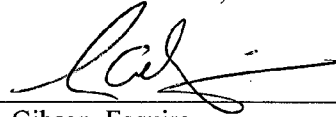
- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant, Duane C. Dixon, being R.D. 2, Box 389, Dubois, PA 15801. A true and correct copy of the Postal Service Return is marked Exhibit "1" attached 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.

A handwritten signature in black ink, appearing to read 'Lori A. Gibson', is written over a horizontal line.

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@bernsteinlaw.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.

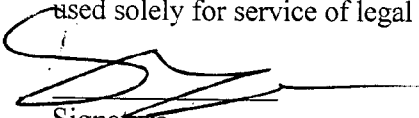
1. Capacity of requester (e.g. process server, attorney, paralegal, party representing himself): PARALEGAL
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): _____
3. The name of all known parties to the litigation: 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

Plaintiff

NO: 01-659-C.D.

vs.

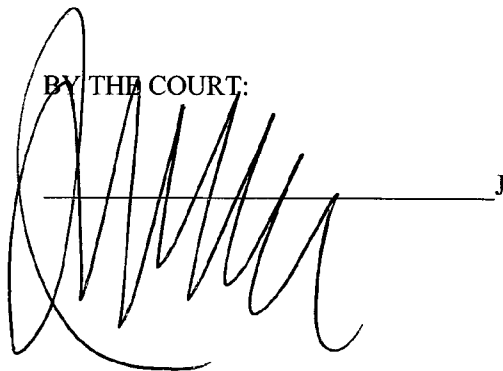
DUANE C. DIXON

Defendant

ORDER OF COURT

AND NOW, to-wit, this 13th 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

William A. Shaw
Prothonotary

FILED 3 cc Amy Gibson
NOV 23 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 6th 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

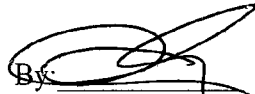
Defendant

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

60003416
UP16

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 13th 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

Attest:

William L. Hines
Prothonotary

FILED

DEC 24 2001

11/19/13/att

W. B. Brown

William A. Shaw

Prothonotary

\$ 2.00

12.24.01 Document
Reinstated/Retired to Sheriff/Attorney
for service.

Deputy Prothonotary

William A. Shaw

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

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/11/30/02cc
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

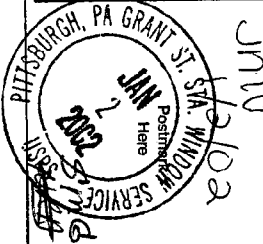
The undersigned, subject to the penalties of 18 Pa.C.S. {4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Complaint in Civil Action in the above-captioned matter by Certified Mail, to Duane C. Dixon at Rd 2 Box 389, DuBois, 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)

OFFICIAL USE

| | |
|---|---------|
| Postage | \$ 57 |
| Certified Fee | 2.10 |
| Return Receipt Fee (Endorsement Required) | 1.50 |
| Restricted Delivery Fee (Endorsement Required) | |
| 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
PS Form 3800, May 2000 See Reverse for Instructions

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

Received From:

BENSTEIN AND BENSTEIN, PC.

1133 PENN AVENUE, PITTSBURGH, PA 15222

(412) 458-8100

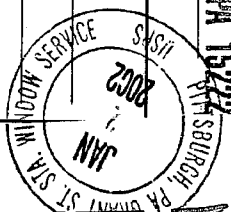
One piece of ordinary mail addressed to:

DUANE C DIXON

RD 2 BOX 389

DUBOIS, PA 15801

PS Form 3817, Mar. 1989 6'0003416 Smd



1452 U.S. POSTAGE PB2211391
9891 \$00.750 JAN 02 02
7657 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
MAR 21 2002 Gibson
3:12:22 p.m. R2D
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

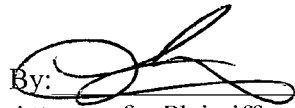
To the Prothonotary:

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 |
| TOTAL | \$6,917.34 |

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 _____.

- (xx) 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.

- (xx) 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 Praeipie 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.



COPY

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

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
(xx) Defendant
() Garnishee

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

(xx) 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.

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

Duane C Dixon
RD 2 BOX 389
DUBOIS, PA 15801

Prothonotary

By: Will. [Signature]
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

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