

01-958-CD  
NATIONAL PENN BANK -vs- GARY L. KEPHART

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION - LAW**

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CO  
vs. )  
GARY L. KEPHART ) Replevin Action  
Defendant )

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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.

DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD PA 16830

PIOSA, HIXSON & REILLY, P.C.

FILED

JUN 18 2001

William A. Shaw  
Prothonotary

By: R. E. Reilly  
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I. D. No. 41668

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NATIONAL PENN BANK, )  
Plaintiff ) No.  
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vs. )  
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GARY L. KEPHART ) Replevin Action  
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**COMPLAINT IN REPLEVIN**

And now, comes the Plaintiff, National Penn Bank, by and through its attorneys, Thomas E. Reilly, Jr., and Thomas A. Capehart, Esquire, and in support of the within causes of action avers as follows:

1. Plaintiff, National Penn Bank ("Bank") is a Pennsylvania banking corporation with an office located at Philadelphia and Reading Avenues, Boyertown, Pennsylvania, 19512.
2. Defendant, Gary L. Kephart, is an adult individual residing at RD 1 Box 178, Flegial Road Ext., Clearfield, Clearfield County, PA 16830.

**COUNT I - REPLEVIN**

3. The Defendant is the owner of a 1996 Fleetwood Mobile Home, Vehicle Identification Number VAFLT19A44129SB13 which is located at RD 1 Box 178, Flegial Road Ext., Clearfield, Clearfield County, PA 16830.

4. The approximate value of the mobile home is Eighteen Thousand One Hundred Twelve Dollars (\$18,112.00).

5. On November 12, 1996, the Defendant purchased the mobile home pursuant to a Mobile Home Installment Sales Contract without Real Estate (the "Contract"). A true and correct copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

6. The Contract was assigned to the Bank at the time of sale and, as such, the Bank is a secured creditor under the terms of the Contract, which fact is further evidenced by the certificate of title to the mobile home, specifically identifying the Bank as a secured lien holder. A true and correct copy of such title is attached hereto as Exhibit "B" and incorporated herein by reference.

7. The Defendant executed and delivered the Contract to the Bank, or authorized, acquiesced and consented to the assignment of the Contract to the Bank, as collateral security for the payment of Defendant obligations to make payments toward the Contract under which Defendant agreed to pay the Bank One Hundred Eighty (180) monthly installments of Two Hundred Thirty-seven Dollars and Seventy-two Cents (\$237.72) beginning December 25, 1996.

8. Defendant has defaulted under the terms of the Contract by failing to pay the Bank monthly installments since November 25, 2000, and 1999 Real Estate Taxes.

9. Since November 2000 the Defendant has made payments to the Bank, however, he has failed to fully reinstate the default under the terms of the Contract.

10. Given Defendant's default under the Contract, on or about December 26, 2000, the Bank sent a Notice of Intention to Commence Legal Action and Repossess Mobile Home to the Defendants by certified mail informing the Defendant of the default and the Defendant's

rights and obligations to the Bank. A true and correct copy of such notice is attached hereto as Exhibit "C" and incorporated herein by reference.

11. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "D", and incorporated herein.

12. The Defendant has failed, refused and neglected to cure the above-referenced default, despite receipt of the Bank's Notice of Intention to Commence Legal Action and Repossess Mobile Home.

13. In accordance with the terms and conditions of the Contract, upon Defendant's default thereunder, the Bank has accelerated the indebtedness of the Defendant to the Bank.

14. Pursuant to the Contract, Defendant agreed to pay all amounts which became due under the terms of the Contract, the costs of suit, and reasonable attorney's fees, as well as costs of repossessing, storing, repairing, preparing for sale and selling the vehicle.

15. Based on the Defendant's fault as above described, Defendant is liable to the Bank as follows:

Principal Amount Due	\$17,900.57
Interest to 6/13/01	380.25
Late Fees Due	42.50
 TOTAL	 <u>\$18,323.32</u>

WHEREFORE, Plaintiff, National Penn Bank, respectfully requests that judgment be entered in its favor and against the Defendant, Gary L. Kephart, in replevin for possession and delivery of the Mobile Home; plus interest, reasonable attorney's fees, costs, and costs of collection and any and all other relief which the Court deems just and appropriate.

**COUNT II - BREACH OF CONTRACT**

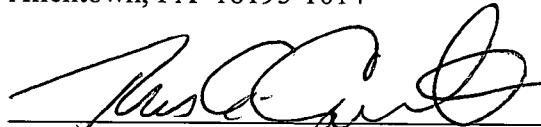
16. Plaintiff incorporates by reference Paragraphs No. 1 through No. 14 as though the same were fully set forth herein.

17. Defendant is in default under the terms of the Contract due to the Defendant's failure to make monthly installment payments since November 25, 2000.

WHEREFORE, Plaintiff, National Penn Bank, demands judgment in its favor and against the Defendant, Gary L. Kephart, in the amount of \$18,323.32 plus per diem interest at \$5.64 a day from June 13, 2001 until the debt is satisfied, reasonable attorneys fees, costs and costs of collection as set forth in the Contract.

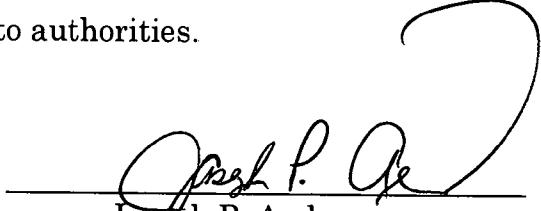
PIOSA, HIXSON & REILLY, P.C.

  
Thomas E. Reilly, Jr., Esquire  
Attorney for National Penn Bank  
Attorney I.D. No. 41668  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014

  
Thomas A. Caphart, Esquire  
Attorney for National Penn Bank  
Attorney I.D. No. 57440

**VERIFICATION**

I, JOSEPH P. ANDREWS, state that I am a Vice President of National Penn Bank, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said National Penn Bank, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joseph P. Andrews

Dated: 6/14/01

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.  11.499 %	The dollar amount the credit will cost you.  \$ 22,523.60	\$ 20,266.00	\$ 42,789.60	The total cost of your purchase on credit, including your downpayment of \$ 2,600.00.  \$ 22,100.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
180	\$ 237.72	Monthly, beginning <u>DECEMBER 25</u> , 19 <u>96</u>
	\$	

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

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

Filing Fees: \$

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

Assumption: Someone buying your Mobile Home cannot assume the remainder of this Contract on the original terms.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract,  
we are

the SELLER. LARRY'S HOMES OF PA, INC RT 255, RD1, BOX 16B, PENFIELD, PA 15849  
Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

You are  
the BUYER(S). CARY L. KEPHART RD1, BOX 178, FLEGIAL RD EXT, CLEARFIELD, PA 16830  
Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

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

TRADE-IN:

You have traded in  
the following vehicle: 1970 ZIMMER \$ -\$ = \$ 2,600.00  
Year and Make Series Gross Allowance Still Owing Net Trade-In

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

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

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

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

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

By signing, you select Single Credit Life Insurance. What is your age? _____ Years	By signing, you both select Joint Credit Life Insurance, which costs \$ _____	What are your ages?
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Signature of Buyer to be insured for Single Credit Life Insurance

1. \_\_\_\_\_

2. \_\_\_\_\_

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

\*We may be retaining a portion of this amount

Insurer:

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

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
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N	1996 FLEETWOOD	14 X 70	SADDLEBROOK	VAFLT 19A 44129-SB13
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Equipped with

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

NATIONAL PENN BANK, PHILADELPHIA AND READING AVENUES, BOYERTOWN, PA 19512

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

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

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

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due. You also agree to pay reasonable amounts due under this Contract or to collect amounts due under this Contract or to make payments at the place or to send to the place or to recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to the Buyer.

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

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

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.

Buyer Cary L. Kephart

11-12-96

EXHIBIT

"A"



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FAX NO.

FAX NO. 1 610 286 8278

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## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

### **6. WAIVERS:**

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

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

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

**d. YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest record on the California Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

**e. YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and return. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and tear. You will not use the Vehicle for illegal

**12. OUR RIGHTS IF YOU VIOLATE YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you (a) fail to keep your promises to pay filing fees, taxes, fines or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount no greater than you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract. The promises you made in the sections above called **YOUR PROMISES ABOUT THE VEHICLE** and **YOUR PROMISES ABOUT INSURANCE** and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

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

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

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

**a. ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

**b. REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replacing) do it for us. You agree that we can reasonably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your

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that it can be removed without substantial damage or impairment of its value. If you plan to place the Vehicle on a pre-arranged lease, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter on the premises and to repossess the Vehicle if we have the right to do so under this Contract, even if you are in default of your lease. You agree that you must perform your obligations under the Contract even if the Vehicle is lost, damaged or destroyed.

**10. YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and other hazards against which owner's customary insure such Vehicles until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-paying" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently kept. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may sue a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds you receive to repair or replace the Vehicle if, in our opinion, it is deemed safe to do so. We are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

**11. OUR PROMISES ABOUT INSURANCE:** This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the original Finance. It does not apply to Credit Insurance. If you prepay the claim on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is canceled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

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

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby takes(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of coverage is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance made fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.  
THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOBILE HOME INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that the same has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. Stat. tit. 34, ch. 2, § 2-101 et seq.); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forged, are from the date of the Vehicle thereon described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash down-payment and/or trade-in allowance were actually received and no part thereof consisted of noise, post dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therin are true; there is owing thereon the amount financed plus interest at the annual percentage rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements therof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a mobile home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the Contract is (are) personally known to the Seller to be the same identical persons(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or enforceability of the Contract, except as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity. Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer. Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase a property insured on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to change or correct the identification of the Assignee in the Assignment to reflect the true Assignee who purchased this Contract and/or to sign Seller's name to this Assignment without recourse. The Assignment has been delivered without Seller's signature.

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

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle thereto described, with full power in the Assignee in its or her name to take such legal or other action which we might have taken save for this Assignment. Unless Seller funds either of the assignments below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," do without recourse.

**(1) WITH FULL RECOURSE.** Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payment under the Contract or on the amount and/or any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract and Vehicle. Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for its repurchase price, in cash, computed as set forth above.

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

FAX NO.

FAX NO. 1 810 286 8278

P. 05/05

P. 03

using any rights.

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

**a. NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. This Notice will tell you other information required by law.

**b. CURE:** You have the right to cure your Default at any time before we sell the Vehicle. If you cure your Default, the Contract will remain in effect as though the Default had not occurred.

**c. REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of mailing the Notice of Repossession and at any later time before we sell the vehicle.

**d. SALE:** If you do not cure your Default or redeem, you give up all claim to and we will sell the Vehicle. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.

**e. SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owing to us.

**f. EXPENSES:** We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;

2. The amount of costs are actual, necessary and reasonable; and

3. We can prove the costs were paid.

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

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

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

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

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

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

## CERTIFICATE OF TITLE FOR A VEHICLE

11,110

963610019001895-001

WAFLT19A441295B13  
VEHICLE IDENTIFICATION NUMBER96  
YEARFLEETWOOD  
MAKE OF VEHICLE50417150801 KE  
TITLE NUMBER

MH BODY TYPE	0 DUP	SEAT CAP	PRIOR TITLE STATE	1/13/97 ODOM. PROD. DATE	EXEMPT ODOM. MILES	4 ODOM. STATUS
1/13/97 DATE PA TITLED	1/13/97 DATE OF ISSUE	UNLADEN WEIGHT		GVWR	GCWR	TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW  
REGISTERED OWNER(S)GARY L KEPHART JR  
178 FIEGIAL RD EXT  
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

NATIONAL PENN BANK

SECOND LIEN FAVOR OF:

ODOMETER STATUS  
 0 = ACTUAL MILEAGE  
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS  
 2 = NOT THE ACTUAL MILEAGE  
 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS  
 A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIBLE VEHICLE  
 F = OUT OF SERVICE  
 G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION  
 H = AGRICULTURAL VEHICLE  
 L = LOGGING VEHICLE  
 P = FORMERLY A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = FORMERLY A TAXI

FIRST LIEN RELEASED

DATE

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007  
NATIONAL PENN BANK  
PO BOX 547  
BOYERTOWN PA 19512

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L MALLORY

Secretary of Transportation

## D. APPLICATION FOR TITLE AND LIEN INFORMATION -

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO. DAY YEAR

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".  
 A  Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).  
 B  Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

LIEN DATE:  IF NO LIEN CHECK BOX

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

LIEN DATE:

IF NO LIEN CHECK BOX

SECOND LIENHOLDER:

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth below.

SIGNATURE OF APPLICANT OR AUTHOR

EXHIBIT

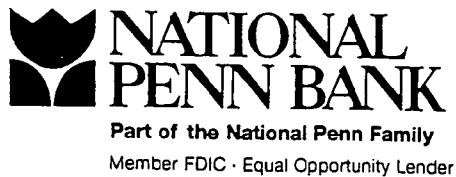
"B"

SIGNATURE OF CO-APPLICANT/TITLE OF AUTO

STORE IN A SAFE PLACE IF

ALTERATION OR ERASURE VOIDS THIS TITLE

000172404



Part of the National Penn Family  
Member FDIC · Equal Opportunity Lender

Also part of the National Penn family:  
Elverson National Bank  
1st Main Line Bank  
Chestnut Hill National Bank  
National Asian Bank

Investors Trust Company  
Link Financial Services, Inc.  
National Penn Mortgage Company

## CERTIFIED MAIL

TO: Gary L. Kephart  
PO Box 6  
Shawville, PA 16873-0006  
Acct. #362060067562

Notice Date: December 26, 2000

### NOTICE OF INTENTION TO COMMENCE LEGAL ACTION AND REPOSSESS MOBILE HOME

You are currently indebted to National Penn Bank (the "Bank") pursuant to an Installment Sale Agreement dated November 12, 1996 between the Bank and you with regard to your 1996 Fleetwood, Vehicle Identification Number VAFLT19A44129SB13. The Installment Sale Agreement IS IN SERIOUS DEFAULT because the payments due since November 25, 2000 have not been paid, along with real estate taxes for 1999, and forced placed insurance premiums of \$278.00. The total amount now required to cure this default, or in other words get caught up in your payments, as of the date of this letter, is \$261.22, along with all delinquent and unpaid real estate taxes, and unpaid insurance premiums.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to the Bank the above amount of \$261.22, plus any additional payments which may fall due during this period, including all other events of default that may exist. Such payment must be made either by cash, cashier's check, certified check or money order and made to:

National Penn Bank  
P. O. Box 547  
Boyertown, PA 19512-0547  
Attn: Richard M. Kistner  
(610) 369-6585

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its right to accelerate the Installment Sale Agreement and will instruct its Attorneys to commence a legal action to take possession of the Mobile Home.

At the end of the thirty (30) day period, if you wish to cure the default, you will also be required to pay reasonable fees actually incurred by the Bank prior to commencing a legal action to take possession of the mobile home, but not limited to reasonable attorney's fees and costs, up to an amount of Fifty Dollars (\$50.00).

**EXHIBIT**

"C"

Gary L. Kephart  
Page Two

Once the Bank commences a legal action to take possession of the Mobile Home, you will also be required to pay any reasonable fees actually incurred by the Bank, including, but not limited to reasonable attorney's fees and costs, even if they are over Fifty Dollars (\$50.00).

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the Installment Sale Agreement. If you have not cured the default within the thirty (30) day period and the Bank takes possession of the Mobile Home, **you still have the right to cure the default at any time before the title to the Mobile Home is lawfully transferred from you, which shall be no sooner than Forty-Five (45) days after your receipt of this Notice.** You may do so by:

(a) paying all amounts which would have been due if you had not defaulted and the Bank had not accelerated the Installment Sale Agreement;

(b) perform any other obligation which was required of you under the Installment Sale Agreement;

(c) paying reasonable fees actually incurred by the Bank in taking possession of the Mobile Home, including, but not limited to reasonable attorney's fees and costs;

(d) paying any late fees or penalties as set forth in the Installment Sale Agreement; and

(e) paying any cost incurred by the Bank in detaching and transporting the Mobile Home to the site of the sale.

Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the Bank at the telephone number of the person listed above. This payment must be in cash, cashier's check or certified check.

You should realize that a sale or transfer of title to the Mobile Home will end your ownership of the Mobile Home.

Gary L. Kephart  
Page Three

You have additional rights to help protect your interest in the Mobile Home. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE AMOUNT YOU OWE UNDER THE INSTALLMENT SALE AGREEMENT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

If you cure the default as set forth above, the Installment Sale Agreement will be reinstated and you will then be able to make payments for the balance of the Installment Sale Agreement as if the default never occurred.

**NATIONAL PENN BANK**

By: Richard M. Kistner  
Richard M. Kistner  
Special Loans Adjustor

# PIOSA HIXSON & REILLY

ATTORNEYS AT LAW

MICHAEL J. PIOSA  
BOYD G. HIXSON  
THOMAS E. REILLY, JR.  
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 101  
7535 WINDSOR DRIVE  
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500  
FAX: (610) 530-8190

TO: Gary L. Kephart:

We have filed this complaint against you on behalf of our client, National Penn Bank.,

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

**The amount of the debt owed by you is \$18,323.32 as of June 13, 2001.**

**Larry's Homes of PA, Inc. is the original creditor for this debt.**

**You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.**

**Please note, that despite the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any actions to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying complaint or documents, and any other previous correspondence you may have received directly from the Bank.**

**This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.**

Sincerely,



Thomas E. Reilly, Jr.

**EXHIBIT "D"**

FILED

JUN 18 2001  
8/15/01 atty  
William A. Shaw  
Prothonotary

Randy pd \$80.00

cc: Sherry  
cc: atty  
cc: atty

LAW OFFICES  
PIOSA HIXSON & REILLY P.C.  
ONE WINDSOR PLAZA, SUITE 101  
7535 WINDSOR DRIVE  
ALLENSTOWN, PENNSYLVANIA 18195-1014

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

Sheriff Docket # 11135

NATIONAL PENN BANK

01-958-CD

VS.

KEPHART, GARY L.

**COMPLAINT IN REPLEVIN**

**SHERIFF RETURNS**

NOW JULY 02, 2001 AT 3:15 PM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON GARY L. KEPHART, DEFENDANT AT RESIDENCE, HOOVER'S TRAILER COURT, LOT # 15C, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GARY L. KEPHART A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

---

**Return Costs**

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

**FILED**

*Rec'd  
Served Jul 06 2001  
013:26 pm  
William A. Shaw  
Prothonotary*

**Sworn to Before Me This**

*6th 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  
by Marilynn Harris*  
Chester A. Hawkins  
Sheriff

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
vs. )  
GARY L. KEPHART ) Replevin Action  
Defendant )

**PRAECIPE FOR JUDGMENT**

Enter Judgment in favor of Plaintiff and against Defendant, Gary L. Kephart, for want of failure to file a responsive pleading to Plaintiff's Replevin Complaint.

Enter judgment for possession of the following personal property: 1996 Fleetwood Mobile Home Serial Number VAFLT19A44129SB13; AND

Assess damages as follows:

Debt ..... \$ 18,323.32  
Interest from 06/13/01 to  
12/26/01 @ \$17.90/day ..... \$ 3,508.40  
Attorney's Commission ..... \$ \_\_\_\_\_  
TOTAL ..... \$ 21,831.72, plus  
interest from 12/26/01 and costs

I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

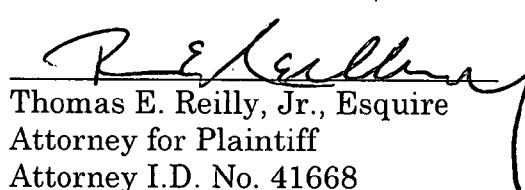
Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praeclipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praeclipe. A copy of the notice is attached.

Date: DECEMBER 26, 2001

**FILED**

JAN 02 2002

William A. Shaw  
Prothonotary

  
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 41668  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014  
(610) 530-7500

NOW, January, 02, 2002, JUDGMENT IS ENTERED AS ABOVE.



Willithan  
Prothonotary/Clerk, Civil Division

By: \_\_\_\_\_  
Deputy

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
vs. )  
GARY L. KEPHART ) Replevin Action  
Defendant )

( X ) Notice is hereby given that a Default Judgment in the above-captioned matter has been entered against you for possession of certain personal property and for damages in the amount of \$21,831.72, plus interest from December 26, 2001 and costs, on January 02, 2002.

( X ) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.

  
\_\_\_\_\_  
Prothonotary/Clerk, Civil Div.

by: \_\_\_\_\_

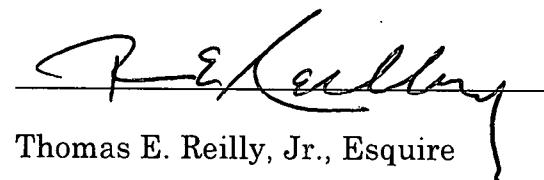
If you have any questions regarding this Notice, please contact the filing party:

Thomas E. Reilly, Jr. Esquire  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014  
(610) 530-7500

(This Notice is given in accordance with Pa.R.C.P. 236).

**CERTIFICATION OF ADDRESSES**

I, THOMAS E. REILLY, JR., ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, National Penn Bank is Philadelphia & Reading Avenues, PO Box 547, Boyertown, Pennsylvania 19512 and the precise address of the within-named Defendant, Gary L. Kephart is Hoover's Trailer Court, Lot 15C, Hyde, Pennsylvania 16843.

  
\_\_\_\_\_  
Thomas E. Reilly, Jr., Esquire

## NON-MILITARY AFFIDAVIT

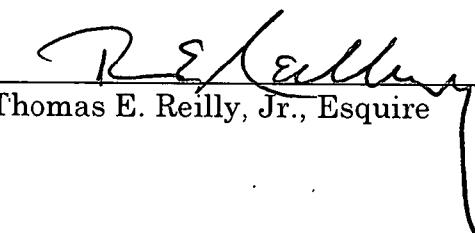
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF LEHIGH ) ss:  
 )

Before me, the undersigned authority, personally appeared Thomas E. Reilly, Jr., Esquire, who being duly sworn according to law, doth depose and say that the Defendant, Gary L. Kepart were not in the Military or Naval Service, based on the following facts as of the date of this affidavit:

Age of Defendant: Sui Juris

Present Place of  
Employment: Unknown

Present Place of  
Residence: Hoover's Trailer Court, Lot 15C  
Hyde, PA 16843

  
Thomas E. Reilly, Jr., Esquire

Sworn to and subscribed before me this  
27th day of December, 2001 A.D.

Susan Morrison  
Notary Public

NOTARIAL SEAL  
Susan Morrison, Notary Public  
Upper Macungie Twp., County of Lehigh  
My Commission Expires Feb. 26, 2005

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
 )  
vs. )  
 )  
GARY L. KEPHART ) Replevin Action  
Defendant )

**DATE OF NOTICE: July 23, 2001**

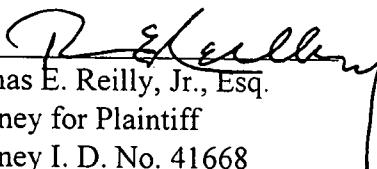
**TO:** Gary L. Kephart  
Hoover's Trailer Court, Lot 15C  
Hyde, PA 16843

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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.

DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD PA 16830

PIOSA, HIXSON & REILLY P.C.

By:   
Thomas E. Reilly, Jr., Esq.  
Attorney for Plaintiff  
Attorney I. D. No. 41668  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014

LAW OFFICES  
A HIXSON & REILLY P.C.  
WINDSOR PLAZA, SUITE 101  
7535 WINDSOR DRIVE  
LENTOWN, PA 18195-1014  
(610) 530-7500

**FILED**

01357 P.M.  
JAN 02 2002 (CN)

William A. Shaw  
Prothonotary

Do pd by atty  
Sum to atty  
Notice to def.

E  
GAD

**COPY**

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

National Penn Bank  
Plaintiff(s)

No.: 2001-00958-CD

Real Debt: \$21,831.72

Atty's Comm:

Vs.

Costs: \$

Int. From:

Gary L. Kephart  
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: January 02, 2002

Expires: January 02, 2007

Certified from the record this this 2nd day of January, 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

**COPY**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

National Penn Bank

Vs.

No. 2001-00958-CD

Gary L. Kephart

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$21831.72 on the 2nd of January, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
vs. )  
GARY L. KEPHART, )  
Defendant ) REPLEVIN ACTION

PRAECIPE FOR WRIT OF POSSESSION

**TO THE PROTHONOTARY:**

Kindly issue the Writ of Possession in the above matter on the 1996  
Fleetwood, Sadlebrook Mobile Home, Serial Number VAFLT19A44129SB13 and  
located at Lot 15C, Hoover's Trailer Court, Hyde, PA 16843.

PIOSA, HIXSON & REILLY P.C.

  
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I. D. #41668

One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014  
(610) 530-7500

**FILED**

JUL 08 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLAYTON COUNTY, PENNSYLVANIA  
CIVIL DIVISION - TWA

REPRIEAN ACTION  
GARY L. KEPHART, Detention  
AS.  
NATIONAL PENN BANK  
Philadelphia  
No. 07-628-CD

## PRAECLARAE FOR WRIT OF POSSESSION

## ЧАСТО ВОПРОСЫ

located at 101 McC. Hooper's Register County, Hyde, PA 16843.  
Beechwood, Saddlebrook Motel Home, Seltzi Impex A.E.L.T. 104412988283 and  
Kingsly issue the Writ of Possession in the space under on the 19th

1950 HICKS & REILLY, P.C.

FILED  
M 1 26 2002  
JUL 08 2002  
CLERK OF THE  
SUPREME COURT OF  
ILLINOIS  
William A. Shaw  
Prothonotary  
800014

PA 18163-104  
15350 N. 10th Court Drive  
WILLISTON, ND 58201  
(701) 258-2500

10.00  
W) 3  
White

# COPY

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
vs. )  
GARY L. KEPHART, )  
Defendant ) REPLEVIN ACTION

**WRIT OF POSSESSION**

Commonwealth of Pennsylvania: )  
County of Clearfield )

To the Sheriff of Clearfield County:

To satisfy the Judgment for Possession in the above matter, you are directed to deliver possession of the following described property to National Penn Bank:

**1996 Fleetwood, Saddlebrook Mobile Home, Serial Number  
VAFLT19A44129SB13 and located at Lot 15C, Hoover's Trailer Court,  
Hyde, PA 16843.**



Prothonotary/Clerk, Civil Div.

by: \_\_\_\_\_

Deputy

Seal of the Court

July 8, 2002  
Date

LAW OFFICES  
REILLY & CAPEHART  
ONE WINDSOR PLAZA  
7535 WINDSOR DRIVE  
LENTOWN, PA 18195-1014  
(610) 530-7500

By: Thomas E. Reilly, Jr.  
Attorney for Plaintiff  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12784

NATIONAL PENN BANK

01-958-CD

VS.

KEPHART, GARY L.

WRIT OF POSSESSION

**SHERIFF RETURNS**

---

NOW, JULY 22, 02 @ 8:50 A.M. O'CLOCK SERVED WRIT OF POSSESSION ON GARY L. KEPHART, DEFENDANT, AT THIS PLACE OF RESIDENCE, LOT 15C, HOOVER'S TRAILER COURT, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA 16843, BY HANDING TO GARY L. KEPHART, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 31, 2002 RECEIVED FAX FROM ATTORNEY TO HOLD FURTHER ACTION PAYMENTS HAVE BEEN MADE CURRENT.

NOW, MARCH 19, 2003 PER PHONE CONVERSATION WITH JENNIFER AT ATTORNEY OFFICE CLOSE FILE AND DO RETURN.

NOW, MARCH 19, 2003 RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$25.80  
SURCHARGE \$10.00  
PAID BY ATTORNEY

---

**FILED**

01-958-CD  
MAR 20 2003  
WAS

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12784

NATIONAL PENN BANK

01-958-CD

VS.

KEPHART, GARY L.

WRIT OF POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

20<sup>th</sup> Day Of May, 2003

Will A. Shaw

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

So Answers,

Chester Hawkins  
By Cynthia Butler - Deputy Sheriff  
Chester A. Hawkins  
Sheriff

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

NATIONAL PENN BANK, )  
Plaintiff ) No. 01-958-CD  
vs. )  
GARY L. KEPHART, )  
Defendant ) REPLEVIN ACTION

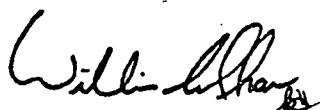
**WRIT OF POSSESSION**

Commonwealth of Pennsylvania: )  
County of Clearfield )

To the Sheriff of Clearfield County:

To satisfy the Judgment for Possession in the above matter, you are directed to deliver possession of the following described property to National Penn Bank:

**1996 Fleetwood, Saddlebrook Mobile Home, Serial Number  
VAFLT19A44129SB13 and located at Lot 15C, Hoover's Trailer Court,  
Hyde, PA 16843.**

  
\_\_\_\_\_  
Prothonotary/Clerk, Civil Div.

by: \_\_\_\_\_

Deputy

Seal of the Court

July 8, 2002  
Date

By: Thomas E. Reilly, Jr.  
Attorney for Plaintiff  
One Windsor Plaza, Suite 101  
7535 Windsor Drive  
Allentown, PA 18195-1014

Received July 9, 2002 @ 1:20 P.M.  
Chester A. Hawkins  
by Cynthia Beller-Augdenbaugh

LAW OFFICES  
SA REILLY & CAPEHART  
ONE WINDSOR PLAZA  
7535 WINDSOR DRIVE  
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**PIOSA REILLY & CAPEHART**

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TEL: (610) 530-7500  
FAX: (610) 530-8190

OF COUNSEL  
BOYD G. HIXSON

July 31, 2002

Via facsimile: 814-765-5915  
Office of the Sheriff - ATTN: Marilyn  
Clearfield County Courthouse  
203 East Market Street  
Clearfield, PA 16830

Re: National Penn Bank vs. Gary Kephart  
Replevin Action No. 2001-958-CD

Dear Sir/Madam:

Please accept this letter as a formal request to cancel any further action with regard to the writ of possession of the above property. The defendant has paid the delinquent payments as requested by the bank in order to stop the possession from taking place.

As such, please hold on any further action with regard to the writ of possession until further notification from this office.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,

*Thomas E. Reilly, Jr.*  
Thomas E. Reilly, Jr.

jlk

Enclosures

cc: Kay Oswald - NPB (Via Facsimile)

Corres/Clearfield/Sheriff.CancelPossession