

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

vs.

GARY L. KEPHART
Defendant

No. 01-958-CO

Replevin Action

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

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

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

NATIONAL PENN BANK,)	
Plaintiff)	No.
)	
vs.)	
)	
GARY L. KEPHART)	Replevin Action
Defendant)	

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.

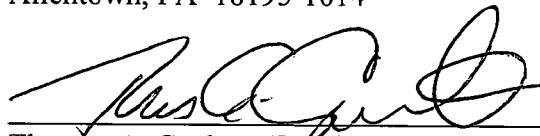
17. Defendant is in default under the terms of the Contract due to the Defendant's failure to make monthly installment payments since November 25, 2000.

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.



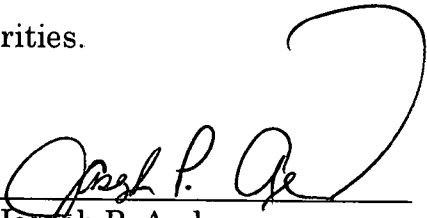
Thomas E. Reilly, Jr., Esquire
Attorney for National Penn Bank
Attorney I.D. No. 41668
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014



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.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments.	The total cost of your purchase on credit, including your downpayment
11.499 %	\$ 22,523.60	\$ 20,266.00	\$ 42,789.60	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 arethe SELLER: LARRY'S HOMES OF PA, INC RT 255, RD1, BOX 16B, PENFIELD, PA 15849
Name Address Zip CodeYou 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 Owng 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 Owng."

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
which costs \$ _____ age? _____ YearsBy signing, you both select Joint Credit Life Insurance, which costs \$ _____ What are
your ages?

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
N	1996 FLEETWOOD	14 X 70	SADDLEBROOK	VAFL19A

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. If you fail to make a payment when it becomes due under the terms of this Contract, we may sue you for the amount due. You also agree to pay reasonable attorney's fees to collect amounts due under this Contract or to make payments at the place or to send money to the place recently specified in the written notice to you.

By signing below, we agree to sell the Vehicle

EXHIBIT**"A"****SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set 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.**

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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
Which costs \$ _____

By signing, you both select Joint Credit Life Insurance, which costs \$ _____ What are your ages? _____

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"

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.

Year and Manufacturer Length & Width Color & Model Serial Number

1996 EL CAMINO 14 X 70 SADDLEBROOK

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 TRUST 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 as specified with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set 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.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract

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.

SELLER: LARRY'S HYPO OF PA, INC.

By: James Zenger 11/12/96
Date

BUYER: Ray J. Kephart (SEAL) 11-12-96
Date

BUYER: _____ (SEAL) _____
Date

CO-SIGNER'S AGREEMENT: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT. BY SIGNED THIS AGREEMENT. You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest.

Co-Signer's Signature _____ (SEAL)
Address _____ Date _____

Co-Signer's Signature _____ (SEAL)
Address _____ Date _____

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature _____ (SEAL)
Address _____ Date _____

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER: Ray J. Kephart
Date

CO-SIGNER _____

CO-SIGNER OR CO-OWNER _____

RECEIVED FROM CO-SIGNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The sum of Payments is the sum of the amount 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 dates.

2. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest 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 interest computed on a daily basis, late payments will result in additional interest (late charge) if applicable. Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final 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 series of late charges will be due if the first that the payment is late is because, after default, the entire outstanding balance on this 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 charges, fees and then principal.

5. FORECLOSURE: 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 regular 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 including premium you paid.

6. WAIVERS

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any properly so 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 on or before they are due without our having to ask. You give up any right you may have to require that we enforce 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 defenses based on suretyship and impairment or collateral or security.

7. (INTEREST) 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 get a judgment against you for the amount due. This will apply even if the maturity occurs because of acceleration. If at any time interest is 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.

8. 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 noted on the Certificate of 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.

9. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not allow 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 KEEP YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you keep your promises to pay filing fees, taxes, liens 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 not 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 the Contract if any one or more of the following things happen.

- You do not make any payment on or before it is due; or
- You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract; or
- You committed any forgery in connection with this Contract; or
- 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
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- You take the Vehicle outside the United States or Canada without our written consent; or
- 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
- You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- 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:

- ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the 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.
- 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 subpoena) do it for us. You agree that we can peaceably 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 grant, you are leasing, you must obtain a Lender's Waiver satisfactory to us. The Lender'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 promises 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 customarily 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 loss. The insurance must name us as "loss-payee" 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 in any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to (a) repair or replace the Vehicle if, in our opinion, it is economically feasible and you 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 Amount Financed. It does not apply to Credit Insurance. If you prepay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance was obtained for you is cancelled 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 at 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 take(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 charges 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 PROVISIONS BELOW ARE 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 sale 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. C.S.A. §62101 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 forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and other equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, 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 therein are true; there is owing between 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 thereof 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 within Contract is (are) personally known to the Seller to be the same identical person(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. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed 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 against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to minor 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 property insurance 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, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place 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 complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment 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 then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or person 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 therein 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 agrees either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be 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 in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

(2) WITH REPURCHASE: Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

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

Signed Buyer, 1-16-2001 at the office of Seller

Witnessed by 1-16-2001 at the office of Seller

Signed Seller, 1-16-2001 at the office of Seller

Date

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

11,110

963610019001895-001

VAFLTL9A441295813
VEHICLE IDENTIFICATION NUMBER96
YEARFLEETWOOD
MAKE OF VEHICLE50417150801 KE
TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

1/13/97
ODOM. PROCD. DATEEXEMPT
ODOM. MILES4
ODOM. STATUS1/13/97
DATE PA TITLED1/13/97
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

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 COUNTRY
 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

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:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

NATIONAL PENN BANK
 PO BOX 547
 BOYERTOWN PA 19512

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.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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 -

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

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHOR

SIGNATURE OF CO-APPLICANT/TITLE OF AUT

STORE IN A SAFE PLACE - IF

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).

LIEN
DATE:IF NO LIEN
CHECK BOX

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

LIEN
DATE:IF NO LIEN
CHECK BOX

SECOND LIENHOLDER:

EXHIBIT

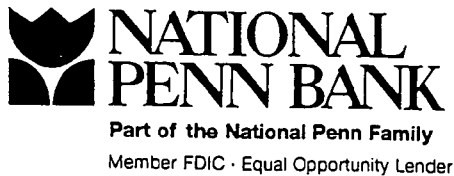
"B"

ZIP

ALTERATION OR ERASURE VOIDS THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

000172404



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

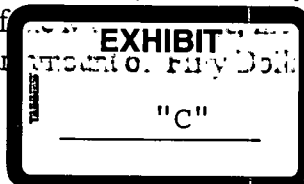
You are currently indebted to National Penn Bank (the "Bank") pursuant to an Installment Sale Agreement dated November 12, 1996 between the Bank and you with regard to your 1996 Fleetwood, Vehicle Identification Number VAFLT19A44129SB13. The Installment Sale Agreement **IS IN SERIOUS DEFAULT** because 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, including, but not limited to reasonable attorney's fees and costs, up to an amount of Fifty Dollars (\$50.00).



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
8/1156/0000 atty
William A. Shaw
Prothonotary

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

Reilly pd \$80.00

1cc Shaw
1cc atty Reilly

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

Shaw JUL 02 2001
03:26 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 Mandy Hamp
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.

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

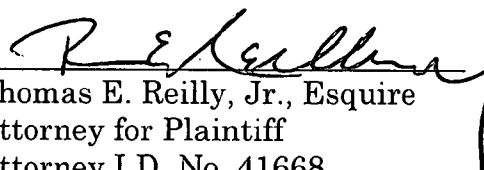
X Assess damages as follows:

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

X 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.

X Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praeipce 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 Praeipce. A copy of the notice is attached.

Date: DECEMBER 26, 2001


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

FILED

JAN 02 2002

William A. Shaw
Prothonotary

NOW, January, 02, 200~~0~~², JUDGMENT IS ENTERED AS ABOVE.

Willi L. Khan
Prothonotary/Clerk, Civil Division

By: _____
Deputy

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

NATIONAL PENN BANK,
Plaintiff

vs.

GARY L. KEPHART
Defendant

)
) No. 01-958-CD
)
)
)

) Replevin Action
)

(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: _____

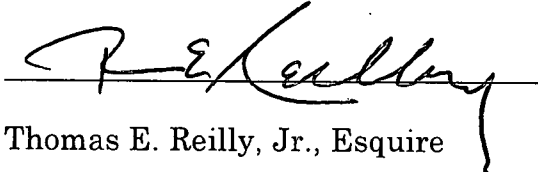
If you have any questions regarding this Notice, please contact the filing party:

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)

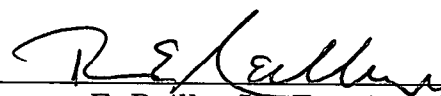
SS:

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

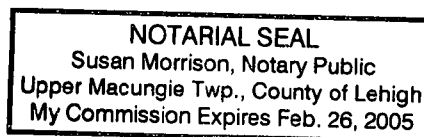
Present Place of
Employment: Unknown

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.


Notary Public



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

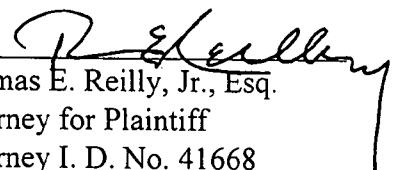
TO: Gary L. Kephart
Hoover's Trailer Court, Lot 15C
Hyde, PA 16843

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
ALLENTOWN, PA 18195-1014
(610) 530-7500

NtlPenn/Kephart/10day

FILED

013:57 p.m.
JAN 02 2002 (EN)

William A. Shaw
Prothonotary

* Do pd by atty
Stnt to atty
notice to def.

E
~~KA~~

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

vs.

GARY L. KEPHART,
Defendant

No. 01-958-CD


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

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

TO THE PROTHONOTARY:

located at Lot 15C, Hoover's Trailer Court, Hyde, PA 16843.
Pleewood, Saddlebrook Mobile Home, Serial Number VAFLT9441292B13 and
Kindly issue the Writ of Possession in the above matter on the 1996

FILED
MAY 1968
JUL 08 1200Z
William A. Shaw
Prothonotary
I.D. # 41668
Office of the Prothonotary
One West Broad Street
Philadelphia, PA 19107
(610) 526-7500

COPY

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

NATIONAL PENN BANK,
Plaintiff

vs.

GARY L. KEPHART,
Defendant

No. 01-958-CD

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

Date

July 8, 2002

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 9:35 AM
MAR 20 2003

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.

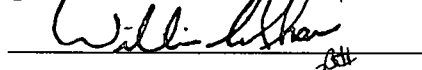
WRIT OF POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

20th Day Of March 2003



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



By Cynthia Butler - Aushard
Chester A. Hawkins
Sheriff

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

NATIONAL PENN BANK,
Plaintiff

vs.

GARY L. KEPHART,
Defendant

No. 01-958-CD

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 @ 11:20 P.m.
Chester A. Hawkins
By Cynthia Butler-Aughenbaugh

07701702 08:16 2010 530 8190 PIOSA REILLY & CAPEHART REI *** CLFD. CO. SHFF. @001/001

PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA
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

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.

jlk
Enclosures
cc: Kay Oswald - NPB (Via Facsimile)

Corres/Clearfield/Sheriff.CancelPossession