

01-2007-CD
WELDON BANK, N.A. -vs- LYNN W. C. PHEM, JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A. ,

Plaintiff,

vs.

LYNN W. QUEEN JR.,

Defendant.

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

NO. 01-2007-CD

ISSUE NO.
TYPE OF PLEADING: Complaint
in Civil Action
CODE:

FILED ON BEHALF OF: Plaintiff,
Mellon Bank, NA

COUNSEL OF RECORD FOR THIS
PARTY:

Reed J. Davis
Pa. I.D. #00501
Reed James Davis
Pa. I.D. #64343

DAVIS DAVIS ATTORNEYS
a professional corporation
650 Washington Road, Suite 510
Pittsburgh, PA 15228
412-344-0400

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FILED

DEC 14 2001

William A. Shaw
Prothonotary

MELLON BANK, N.A. ,

vs.

Defendant.

NO:

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 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 HELP.

Raymond L. Billotte, Court Administrator
Clearfield County, Pa.

Clearfield County Courthouse

Clearfield, PA 16830

Telephone: (814) 724-4636

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

MELLON BANK, N.A. ,)	
)	
Plaintiff,)	NO:
vs.)	
)	
LYNN W. QUEEN JR.,)	
)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

AND NOW comes Mellon Bank, N.A. by and through their counsel, Davis Davis Attorneys, a professional corporation, and makes this Complaint against the named Defendant of which the following is a statement:

1. Mellon Bank, N.A., is a lending institution duly authorized to conduct business in the Commonwealth of Pennsylvania with one of its principal offices located at 2 Mellon Bank Center AB50, Pittsburgh, PA 15259; hereinafter referred to as "Plaintiff".

2. Lynn W. Queen Jr. is an adult individual whose last known residence is Po Box 261, Julian Street, Irvona, PA 16656; hereinafter referred to as "Defendant Lynn W. Queen Jr." .

3. Defendant entered into a written Lease agreement (hereinafter "Lease") for personal property. Defendant agreed to pay Plaintiff under the terms of Lease. A copy of Lease is marked 'Exhibit A', attached hereto and made part of hereof.

4. Plaintiff is the holder of the Lease and is entitled to payment under its terms.

5. The Defendant is in default for failing to pay in accordance with Lease terms, and Plaintiff incurred a loss.

6. The outstanding principal balance due from the defendant to the Plaintiff is \$15,283.95, plus interest at the rate of 6% per annum from February 14, 2001.

7. Demand for payment has been made upon Defendant, but Defendant has failed or refused to pay.

8. Under the terms of Agreement, Plaintiff is entitled to reasonable attorney's in the amount of \$3,056.79 which is 20% of the outstanding balance due.

WHEREFORE, Plaintiff seeks judgment against the Defendant in the amount of \$18,340.74, plus interest on the outstanding balance at the rate of 6% per annum from February 14, 2001, and costs of suit.

DAVIS DAVIS ATTORNEYS
a professional corporation

By: 

Reed J. Davis

By: 

Reed James Davis
Attorneys for Plaintiff
650 Washington Road, Suite 510
Pittsburgh, PA 15228
412-344-0400

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Lease #: 2500000669 Maturity Date: 01/28/04

CONSUMER PAPER
CLOSED END MOTOR VEHICLE LEASE
Lease Date: 01/29/99 [] Business, Commercial or Agricultural Purposes Lease

1. Parties and Agreement to Lease

Lessor Name and Business Address	Lessee(s) Name(s) and Residence Address(es)
DEAN PATTERSON CHEVROLET, INC. 101 PLEASANT VALLEY BLVD. ALTOONA PA 16602	LYNN W QUEEN JR P.O. BOX 261; JULIAN STREET IRVONA PA 16656 County

You are the Lessee(s) named above. We are the Lessor named above. We intend to assign this Lease Agreement (the "Lease") to the Assignee named below. Prior to the assignment, any reference in this Lease to "We," "Us" or to "Lessor" shall mean the Lessor named above. However, under the Federal Consumer Leasing Act, both We and the Assignee named below are considered "Lessors." Except for this required disclosure, the Assignee will have no rights or obligations as a Lessor on this Lease until it is assigned. Then, any reference to "We," "Us" or to "Lessor" shall mean the Assignee. Each of you who signs the Lease is individually liable to us for all Lease obligations. You are leasing the Vehicle described below ("the Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. You intend to use the Vehicle primarily for personal, family or household purposes unless the "Business, Commercial or Agricultural Purpose Lease" box above is checked. In this Lease, "e" means an estimate.

2. Description of the Leased Property (The "Vehicle")

New []	Year	Make	Model	No. of Cyl.	Style	Vehicle Identification Number	Odometer Mileage
Used []	1999	CHEVROLET	TRUCK		SILVERADO	1GCGK29U3XZ117930	93
Demo []			K2500				

Equipped With:

3. Description of the Trade-In Vehicle

Year	1995	Make	CHEVROLET	Model	MONTE CARLO	** Net Trade-In Allowance = \$	N/A
Gross Amount of Trade-In Allowance	\$	23283.18	Prior Credit or Lease Balance	\$	26405.18	(If less than zero, enter zero)	

4. Federal Consumer Leasing Act Disclosure Which is Part of this Lease

Amount Due at Lease Signing or Delivery (Itemized below)*	Monthly Payments Your first monthly payment of \$ <u>516.86</u> is due on <u>JAN 29</u> , 1999 followed by <u>59</u> payments of \$ <u>516.86</u> due on the <u>28th</u> of each month. The total of your monthly payments is \$ <u>31011.60</u>	Other Charges (Not part of your monthly payment) Disposition fee (If you do not purchase the Vehicle) \$ <u>200.00</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> Total \$ <u>200.00</u>	Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>31386.10</u>
--	--	---	--

*Itemization of Amount Due at Lease Signing or Delivery

Amount due at Lease signing or delivery:	Refundable Security Deposit	+\$	N/A	How the amount due at Lease signing or delivery will be paid:	
Capitalized Cost Reduction	Title Fees	+\$	22.50	Net trade-in allowance**	\$ N/A
Sales Tax on Cash Downpayment	Registration Fees	+\$	90.00	Rebates and non-cash credits	+\$ N/A
Sales/Use Tax	DOCUMENTATION FEE	+\$	40.00	Amount to be paid in cash	+\$ 691.36
Optional MBP	TIRE TX/DOC FEE	+\$	22.00		
First Monthly Payment	INSP FEE/MSGR FEE/ACQ FEE	+\$			
Prepaid Rental Payment		+\$	N/A		
	Total	= \$	691.36	Total	= \$ 691.36

Your Monthly Payment is Determined as shown below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>31222.00</u>) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ <u>35834.00</u>	Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+\$	8540.02
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non cash credit, or cash you pay that reduces the gross capitalized cost	Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	= \$	28450.80
Adjusted capitalized cost. The amount used in calculating your base monthly payment	Lease term. The number of months in your Lease	÷	60
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment	Base Monthly Payment	= \$	474.18
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease term	N/A	+	N/A
	Monthly sales/use tax	+	42.68
	Total monthly payment	=	516.86

EARLY TERMINATION. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 1000 miles per month at the rate per mile of [] \$0.08 (MSRP up to \$14,999) [] \$0.14 (MSRP \$15,000 - \$39,999) [] \$0.14 (MSRP \$40,000 or above). If no box is checked, the rate will be \$0.14 per mile.

Purchase Option at End of Lease Term. You have the option to purchase the Vehicle at the end of the Lease term for \$ 16397.40 and a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, license and registration.

Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default

Exhibit "A"

Agreed upon value of the Vehicle \$ <u>31222.00</u>	Sales tax (Including Luxury Tax) \$ <u>N/A</u>	Mechanical Breakdown Protection \$ <u>1090.00</u>	Other (Specify) \$ <u>N/A</u>	Prior Credit or Lease Balance \$ <u>3122.00</u>	Other (Specify) OTHER FEES \$ <u>400.00</u>
--	---	--	----------------------------------	--	--

6. Fees, Charges, Warranties and Property Insurance

Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly payments or assessed otherwise: \$ 3019.30

Warranties. The Vehicle is subject to the following express warranties: If the Vehicle is new, the Vehicle is subject to the manufacturer's standard new car warranty. ☒ If the box is checked, the Vehicle is subject to the following express warranty or guarantee:

GENERAL MOTORS PROTECTION PLAN 60 MOS. / 60000 MILES

If the Vehicle is not new, and no warranty is identified in the previous sentence, there is no express warranty on the Vehicle. Unless prohibited by law, the following two sentences apply: YOU ARE LEASING THE VEHICLE "AS IS." WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. If we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we extend a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

Late Payments: No late charge will be assessed or collected when the only delinquency is late charges assessed on an earlier delinquency. The charge for late payments is: 5% of the total monthly payment for any payment not received within 10 days of the date it is due.

Disposition Fee (See "Return of the Vehicle" on the other side of this Lease):

\$ 200.00

Early Termination Fee (See "Terms Concerning Early Termination of the Lease" on the other side of this Lease): You will be charged an early termination fee that will consist of 3 base monthly payments if this lease is terminated within the first year of the lease, 2 base monthly payments if terminated in the second year of this lease and 1 base monthly payment if terminated thereafter prior to the end of the lease term.

Physical Damage and Liability Insurance. You have obtained the insurance that is required for this Lease (see "Insurance" on the other side of this Lease.)

INSURANCE COMPANY PROGRESSIVE

NAME OF AGENT DIRECT

TELEPHONE #

POLICY # 65245426-0

1(800)274-4499

CONFIRMATION # N/A

7. Optional Products and Services

You are not required to buy any optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown to the right. If you decide you want to buy an optional product or service, review the terms of the contract which describes the product or service before you initial to the right. A completed copy of the contract will be given to you as soon as practicable.

By initialing to the right, you indicate that you want to buy the optional products and services indicated. If the cost shown is not shown as part of the Itemization of Amount Due at Lease Signing above, it has been added to the Gross Capitalized Cost (see above).

Optional Mechanical Breakdown Protection ("MBP") Term 60

Lessee's Initials LW/Q JR.

Coverage MBI 60/60000

Optional Service Contract Term or Extended Warranty Term N/A

Lessee's Initials N/A

Coverage N/A

N/A

N/A

8. NOTICES

NOTICE TO THE LESSEE: YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACE TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE WHEN YOU SIGN IT. BY SIGNING THE LEASE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING IT.

9. LESSEE SIGNATURES (check if other than individual(s)) ☐ Corporation ☐ Partnership ☐ LLC or LLP ☐ Sole Proprietorship

Lessee Signature

Type/Print Lessee Name

LYNN W QUEEN JR

Lessee Signature

Type/Print Lessee Name

10. LESSOR'S ACCEPTANCE AND ASSIGNMENT

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of the Lease and that the Lessor agrees to the "Lessor's Assignment" provision on the other side of this Lease.

Lessor Name: DEAN PATTERSON CHEVROLET, INC.

Assignee Name: Mellon Consumer Leasing Corporation

501 Grant Street, Room 875, Pittsburgh, PA 15259

By: [Signature]

Type/Print Name: MARIA T BARN

Type/Print Title: BUSINESS MANAGER

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

LEASE GUARANTY

I (the Guarantor(s) signing below) understand that the Lessor and Lessee named above have entered into the above lease agreement ("the Lease"). I hereby unconditionally guarantee full and timely payment when due of all rentals and other payments and the full performance by Lessee of all promises, terms and conditions of the Lease (collectively the "Liabilities"). If an event of default occurs under the Lease, I shall pay immediately any amounts due from the Lessee or take any action required of the Lessee under the Lease. My liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Lease or by the discharge or release of the Lessee's obligations, whether or not by operation of law. I waive all damages, presentments, and demands and notices of every kind and nature. I agree to pay all expenses (including attorneys' fees and legal expenses) you pay or incur in trying to collect all or any part of the Liabilities, and in enforcing this Guaranty. This Guaranty is an absolute, continuing and unconditional guaranty. After assignment of the Lease, this Guaranty may be modified or terminated only with the assignee's prior written consent. Any parts of this Guaranty which conflict with any statute, rule or law, shall be deemed null and void to the extent of such conflict, but without affecting the rest of this Guaranty. If more than one party signs this Guaranty, each is jointly and severally obligated. Each signer on behalf of any corporate guarantor warrants that he had authority to sign on behalf of such corporation and by so signing, to bind the corporate guarantor under this Guaranty.

Signed in the presence of: _____

Signature of Guarantor

Date

(SEAL)

Signature of Guarantor

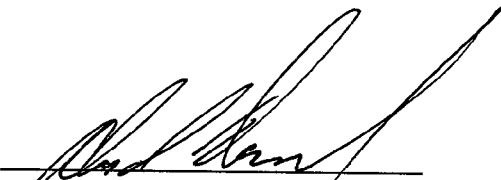
Date

(SEAL)

VERIFICATION

I, Alex G. Demczak, Vice President, and duly authorized representative of Mellon Bank, N.A., depose and say subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Civil Action are true and correct to my knowledge, information and belief.

Date: 11-21-01



Alex G. Demczak, Vice President

FILED

DEC 14 2001

SP

William A. Shaw
Prothonotary

Aug. pd. 80.00
Ice Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

MELLON BANK, N.A.

Sheriff Docket # 11874

01-2007-CD

VS.

QUEEN, LYNN W. JR.

COMPLAINT

SHERIFF RETURNS

NOW, DECEMBER 21, 2001 AT 12:45 P.M. EST SERVED THE WITHIN COMPLAINT
ON LYNN W. QUEEN JR., DEFENDANT AT RESIDENCE, BOX 261, JULIA ST.,
IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMANDA FLEMING,
STEP DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

Return Costs

Cost	Description
35.55	SHERIFF HAWKINS PAID BY: ATTY.
10.00	SURCHARGE, PAID BY ATTY.

FILED

012:10
JAN 16 2002

William A. Shaw
Prothonotary

Sworn to Before Me This

16 Day Of Jan 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Mandy Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A.,

Plaintiff,

vs.

LYNN W. QUEEN JR.,

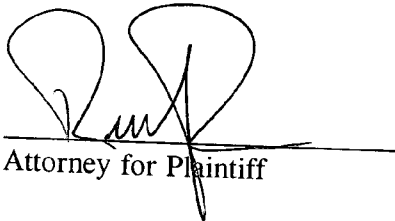
Defendant.

I hereby certify that the true
and correct address of the
Plaintiff is:

2 Mellon Bank, AB50
Pittsburgh PA 15259

and the last known address of the
Defendant is:

Po Box 261, Julian Street
Irvona, PA 16656


Attorney for Plaintiff

FILED

FEB 04 2002

William A. Shaw
Prothonotary

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

NO.: 01-2007-CD

ISSUE NO.

TYPE OF PLEADING: PRAECIPE
FOR DEFAULT JUDGMENT

CODE:

FILED ON BEHALF OF: Plaintiff,
Mellon Bank, N.A.

COUNSEL OF RECORD FOR THIS
PARTY:

Reed J. Davis
Pa. I.D. #00501
Reed James Davis
PA. I.D. #64343

DAVIS DAVIS ATTORNEYS
a professional corporation
650 Washington Road, Suite 510
Pittsburgh, PA 15228
412-344-0400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A.,)	CIVIL DIVISION, ARBITRATION
)	AND STATUTORY APPEALS ONLY
Plaintiff,)	
)	NO.: 01-2007-CD
vs.)	
)	
LYNN W. QUEEN JR.,)	
)	
Defendant.)	

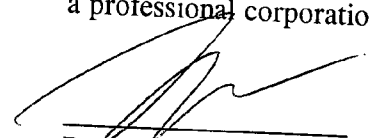
TO: PROTHONOTARY

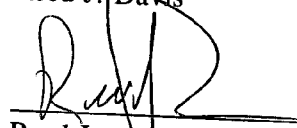
Please enter judgment by default against the above named defendant, LYNN W. QUEEN JR. for failure to file an answer.

Principal claimed in Complaint	\$15,283.95
with interest at the rate of 0%	
per annum from February 14, 2001 through	
Attorney's Fees	\$3,089.79
Court Costs to Date	\$125.55
 TOTAL	 <u>\$18,499.29</u>
	with continuing interest on the judgment
	amount of \$18,499.29 at the rate of 6% per
	annum from January 30, 2002,
	plus additional costs.

DAVIS DAVIS ATTORNEYS
a professional corporation

BY:



Reed J. Davis


Reed James Davis
Attorneys for Plaintiff

Notarial Seal
Donna J. Brown, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 11, 2002

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A.,

Plaintiff,

vs.

LYNN W. QUEEN JR.,

Defendant.

) CIVIL DIVISION, ARBITRATION
) AND STATUTORY APPEALS ONLY
)

) NO. 01-2007-CD
)
)
)
)

TO: LYNN W. QUEEN JR.
Box 261, Julia Street
Irvona, PA 16656

DATE OF NOTICE: January 21, 2002

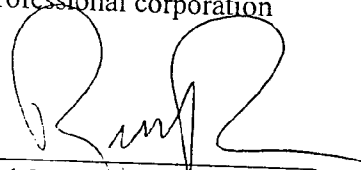
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT 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 HELP:

LAWYER REFERRAL SERVICE
Raymond L. Billotte, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 724-4636

DAVIS DAVIS ATTORNEYS
a professional corporation

BY:


Reed James Davis
Attorney for Plaintiff
650 Washington Road, Suite 510
Pittsburgh, PA 15228
(412) 344-0400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A.,

Plaintiff,

vs.

LYNN W. QUEEN JR.,

Defendant.

) CIVIL DIVISION, ARBITRATION
) AND STATUTORY APPEALS ONLY

) NO.: 01-2007-CD
)
)
)
)
)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: LYNN W. QUEEN JR.
Po Box 261, Julian Street
Irvona, PA 16656

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on 2/4/02.

(X) The judgment is as follows: \$18,499.29 with continuing interest on the judgment amount of \$18,499.29 at the rate of 6% per annum from January 30, 2002, plus costs.




Deputy



FILED

FEB 04 2002


21/2:53 P.M.
William A. Shaw
Prothonotary C.N.



COPY

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

Mellon Bank, N.A.
Plaintiff(s)

No.: 2001-02007-CD

Real Debt: \$18,499.29

Atty's Comm:

Vs.

Costs: \$

Int. From:

Lynn William Queen Jr
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 4, 2002

Expires: February 4, 2007

Certified from the record this 4th day of February, 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