

02-836-CD
WAYPOINT BANK -vs- NEIL C. DOTTS

WAYPOINT BANK,
Plaintiff

v.

NEIL C. DOTTS
Defendant

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-836-CD

NOTICE

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
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

KEEFER WOOD ALLEN & RAHAL, LLP

Date: May 21, 2002

FILED

MAY 24 2002

William A. Shaw
Prothonotary

By: 

Eugene E. Pepinsky, Jr.
Attorney I.D. #23702
210 Walnut Street
P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8051

Attorneys for Plaintiff

WAYPOINT BANK,
Plaintiff

v.

NEIL C. DOTTS
Defendant

: IN THE COURT OF COMMON
: PLEAS OF CLEARFIELD COUNTY,
: PENNSYLVANIA

: CIVIL ACTION - LAW

: NO.

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

KEEFER WOOD ADLEN & RAHAL, LLP

Date: May 21, 2002

By: 

Eugene E. Pepinsky, Jr.
Attorney I.D. #23702
210 Walnut Street, P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8051
Attorneys for Plaintiff

| | | |
|----------------|---|-----------------------------|
| WAYPOINT BANK, | : | IN THE COURT OF COMMON |
| | : | PLEAS OF CLEARFIELD COUNTY, |
| Plaintiff | : | PENNSYLVANIA |
| | : | |
| v. | : | CIVIL ACTION - LAW |
| | : | |
| NEIL C. DOTTS | : | NO. |
| | : | |
| Defendant | : | |

COMPLAINT

1. Plaintiff is Waypoint Bank, successor to Harris Savings Bank, a federal bank, with its principal office at 235 North Second Street, P.O. Box 1711, Harrisburg, Pennsylvania 17105.

2. Defendant Neil C. Dotts, is an adult individual living and residing at Route 1, Box 368, Coalport, Pennsylvania 16627.

3. Defendant executed an Installment Note and Security Agreement in favor of Plaintiff, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit A.

4. Defendant has defaulted in his obligations under the Note.

5. Despite Plaintiff's repeated demands, Defendant has failed and refused and continue to fail and refuse to pay the current balance owed to Plaintiff under the Note.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of \$7,507.99, together with interest, attorneys' fees and costs of suit.

KEEFER WOOD ALLEN & RAHAL, LLP.

Date: May 21, 2002

By: 

Eugene E. Pepinsky, Jr.
Attorney I.D. No. 23,702
210 Walnut Street
P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8051

Attorneys for Plaintiff

VERIFICATION

The undersigned Lisa A. Marsh, hereby verifies and states that:

1. (S)He is AVP of Harris Savings Bank. Plaintiff herein;
2. (S)He is authorized to make this Verification on its behalf;
3. The facts set forth in the foregoing Complaint are true and correct to the best of (her)his knowledge, information and belief; and
4. (S)He is aware that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Lisa A Marsh

Dated: MAY 21, 2002

WAYPOINT BANK

Installment Note and Security Agreement

No. 7251000218

May 31, 2001

\$ 6964.10

For value received, the undersigned, jointly and severally, ("Borrower") promises to pay to the order of Wynnpoint Bank "I" at 235 North Second Street, Harrisburg, PA 17101, or any branch office, the principal sum of \$ 50 in 50 successive monthly installments of \$ 164.76 each,

office, the principal sum of 14,750 % per annum on the unpaid balance in 60 successive monthly installments of \$ 164.76 each, with interest at the rate of 14.750 % per annum on the unpaid balance in 60 successive monthly installments of \$ 164.76 each, the first installment to be due and payable on the 30 day of June, 2001, successive installments to be due and payable on the like day of each month thereafter until the entire indebtedness evidenced hereby is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable on 05/30/06. If any installment is late, Borrower agrees that additional charges for interest will be due at the stated rate due to the non-reduction of principal until it starts to accretion the due date as provided for under DEFAULT below.

LATE CHARGES

LATE CHARGES 15 days Borrower agrees to pay a late charge \$ 20.00 OR 10 % of the late payment which ever is ☒ greater ☐ lesser
if any installment is late, by more than _____ days provided for under Default below. In addition, if collection requires referral to any attorney for collection, Borrower agrees to
whichever of said Wypoint elects to accelerate the due date as provided for under Default below. In addition, if collection requires referral to any attorney for collection, Borrower agrees to
the fee of or default to pay reasonable attorney's fees and to pay all legally recoverable charges.

SECURITY INTEREST AND COLLATERAL

SECURITY INTEREST AND COLLATERAL
As security for the payment of all sums under this note and all other existing indebtedness to Waypoint, the Borrower hereby grants a security interest in any insurance required or purchased hereunder, and in the following as indicated.

- ☐ Under the _____ Uniform Commercial Code to Waypoint in the property described below together with all additions, alterations, and
affixed thereto _____
☐ Granted by the Collateral Mortgage dated _____ for the following real estate _____

☐ in _____

Borrower shall not permit any other lien or encumbrance of any nature to be placed upon the Collateral without the consent of Waypoint.

INSURANCE

INSURANCE

The Borrower agrees to keep the Collateral insured against loss or damage by fire, theft, or other casualty in an amount agreeable to Waypoint with a loss-payee clause in favor of Waypoint, and the Borrower assigns to Waypoint all rights to receive proceeds of any such insurance, and directs any insurer to pay all such proceeds to Waypoint, and authorizes Waypoint to endorse and the Borrower assigns to Waypoint all rights to receive proceeds of any such insurance, and directs any insurer to pay all such proceeds to Waypoint, and authorizes Waypoint to endorse any draft for such proceeds. The Borrower agrees to pay all taxes on the Collateral. The collateral shall not be sold or removed from the above location without the written approval of Waypoint. This insurance, if required by this loan, may be obtained by the Borrower from any insurer of his choice acceptable to Waypoint. Such insurance is not available through Waypoint.

CREDIT INSURANCE

CREDIT INSURANCE
CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below:
Single Credit Life and Single Credit Accident & Health insurance are available to any one Borrower signing for insurance below. Joint Credit Life insurance is available to both Borrowers.
signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the
Amount Financed. (SEE THE NOTICE OF PROPOSED CREDIT INSURANCE.)

- ☐ By signing, you want Single Credit Life Insurance.
which costs: \$ _____
- ☐ By signing, you want Single Credit Accident & Health Insurance, which costs: \$ _____
- Signature of Borrower to be insured for Single Credit Life Insurance. _____
- Signature of Borrower to be insured for Single Credit Accident & Health Insurance. _____
- What is your age? _____ Years.
- What is your age? _____ Years.
- Name of Insurer: _____
- I/We do not desire any Credit Life or Accident & Health Insurance.*
1. W. C. Davis _____ 2. _____
- Signature of Borrower(s) requesting Insurance.

PREPAYMENT

PREPAYMENT
If this notice, including accrued finance charges, is prepaid in full by cash, a new loan, refinancing or otherwise, there is no penalty and interest charges will stop on the date prepayment is made.

WAIVERS

WAVEOFFS
The Owner, Contractor, and all subcontractors and guarantors, hereby jointly and severally waive notice of default, demand presentment for payment, notice of non payment, protest, notice of protest, assignment in bankruptcy and liquidation, and all defenses on the grounds of any extension of time of payment that may be given by Waypoint to any maker hereof.

DEFAULT

DEFAULT

The occurrence of any of the following events shall constitute a default hereunder, and shall, at the option of Waypoint, render the entire unpaid balance of this note and all other liabilities of the Borrower to Waypoint immediately due and payable without notice or demand to the Borrower or any endorser or guarantor: (a) non-payment hereunder of any payment when due and payable; (b) Borrower to Waypoint immediately due and payable without notice or demand to the Borrower or any endorser or guarantor; (c) death of the Borrower, or any (d) failure of the Borrower or any endorser or guarantor, to perform any agreement hereunder or in any other instrument, agreement or writing given to Waypoint; (e) death of the Borrower, or any endorser or guarantor; (f) insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower or any endorser or guarantor; (g) insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower or any endorser or guarantor; (h) insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower or any endorser or guarantor; (i) entry of any judgment in any court of competent jurisdiction against the Borrower or any endorser or guarantor; (j) transfer or attempted transfer of any interest of Borrower in the security pledged hereunder; (k) failure of the Borrower to maintain or prevent the deterioration and degradation of the value of the security or abandonment of the security.

ASSUMPTION AND PROVISIONS AFFECTING REAL ESTATE

ASSUMPTION AND PROVISIONS AFFECTING REAL ESTATE If this loan is secured by real estate, the transfer, without Waypoint prior written consent, of any interest in the real estate except the grant of a leasehold interest for three years or less not constituting an option to purchase, is a default hereunder. A purchaser of real estate pledged as security for this loan cannot assume the remainder of this loan on the original terms.

REMEDIES

REMEDIES
Upon the occurrence of any default hereunder, Waypoint, shall have all rights and remedies with respect to this note and the collateral as provided herein and as provided for by law, including, without limitation, the Pennsylvania Uniform Commercial Code, and all such rights and remedies shall be cumulative. To the extent permitted by law, upon default, Waypoint shall have the right to demand immediate payment of the principal and interest due on this note from the Borrower or any endorser or guarantor.

The undersigned acknowledges receipt of a copy of this note and Collateral Mortgage, if applicable, at the time of execution hereof.

GOVERNING LAW: Terms following ☐ apply when checked.

- GOVERNING LAW:** Turns following ☐ apply when checked.
- ☐ If the Collateral Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.
- ☐ If the Collateral Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. The Lender desires to have this agreement governed by Subtitle 10, Credit Grantors Closed End Provisions of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

NEIL C DOTTS
RR BOX 368, COALPORT, PA 16627 Address

_____ (SCALE)

_____ Address: _____

(SEAL)

Address: _____

ISEAL

Address

FILED
MAY 24 2002
11:58 AM
1cc shaw
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12566

WAYPOINT BANK

02-836-CD

VS.

DOTTS, NEIL C.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 5, 2002 AT 11:40 AM DST SERVED THE WITHIN COMPLAINT ON
NEIL C. DOTTS, DEFENDANT AT RESIDENCE, RT#1 BOX 368, COALPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NEIL C. DOTTS A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HIM THE CONTENTS THEROF.
SERVED BY: MCCLEARY/NEVLING

Return Costs

| Cost | Description |
|-------|------------------------------|
| 54.74 | SHFF. HAWKINS PAID BY: ATTY. |
| 10.00 | SURCHARGE PAID BY: ATTY. |

FILED

AUG 12 2002
0110:10
William A. Shaw
Prothonotary

E
20

Sworn to Before Me This

12th Day Of August 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
My Marilyn Harris
Chester A. Hawkins
Sheriff

WAYPOINT BANK,

Plaintiff

v.

NEIL C. DOTTS

Defendant

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-836-CD

PRAECIPE

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff and against Defendant by default in the sum of \$7,507.99, with interest and costs of suit, for Defendant's failure to answer or otherwise plead to Plaintiff's Complaint. I hereby certify that written notice was given Defendant in accordance with Pa. R.C.P. 237.1 (copy attached).

KEEFER WOOD ALLEN & RAHAL, LLP

Dated: August 26, 2002

By: 

Eugene E. Pepinsky, Jr.
Attorney I.D. #23702
210 Walnut Street
P. O. Box 11963
Harrisburg, PA 17108-1963
717-255-8051

Attorneys for Plaintiff

FILED

AUG 28 2002

William A. Shaw
Prothonotary

WAYPOINT BANK,

Plaintiff

v.

NEIL C. DOTTS

Defendant

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IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 02-836-CD

IMPORTANT NOTICE

TO: NEIL C. DOTTS

DATE OF NOTICE: AUGUST 13, 2002


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 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
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

KEEFER WOOD ALLEN & RAHAL, LLP

Date: August 13, 2002

By:



Eugene E. Pepinsky, Jr.
Attorney I.D. #23702
210 Walnut Street, P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8051
Attorneys for Plaintiff

WAYPOINT BANK,
successor to Harris Savings Bank

Plaintiff

v.

NEIL C. DOTTS

Defendant

: IN THE COURT OF COMMON
: PLEAS OF CLEARFIELD COUNTY,
: PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 02-836-CD
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NOTICIA IMPORTANTE

A: NEIL C. DOTTS

FECHA DE NOTICIA: AUGUST 13, 2002

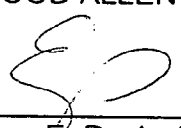
USTED NO HA COMPLIDO CON EL AVISO ANTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDAS RESPECTO A ESTE CASO. SI USTED NO ACTUA DENTRO DE DIEZ (10) DIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SERIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEGUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AYUDA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

KEEFER WOOD ALLEN & RAHAL, LLP

Date: August 13, 2002

By



Eugene E. Pepinsky, Jr.
Attorney I.D. #23702
210 Walnut Street
P.O. Box 11963
Harrisburg, PA 17108-1963
(717) 255-8051

Attorneys for Plaintiff

FILED *Atty pd. 20.00*

10 m/b: 27 ~~2002~~ Notice (En. & Sp.) to Def.

AUG 28 2002

William A. Shaw
Prothonotary

Statement to Atty

COPY

WAYPOINT BANK,
Plaintiff

v.

NEIL C. DOTTS
Defendant

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 02-836-CD
:
:
:

NOTICE

To: NEIL C. DOTTS

You are hereby notified that on August 26, 2002, the following Judgment has been entered against you in the above-captioned case.

By default in the sum of \$7,507.99, with
interest and costs of suit.

DATE: August 26, 2002



Prothonotary

I hereby certify that the name and address of the person(s) to receive this notice is:

Neil C. Dotts
RT #1 Box 368
Coalport, PA 16627



Attorney for Plaintiff

COPY

WAYPOINT BANK,
Plaintiff

v.

NEIL C. DOTTS
Defendant

: IN THE COURT OF COMMON
: PLEAS OF CLEARFIELD COUNTY,
: PENNSYLVANIA

: CIVIL ACTION - LAW

: NO. 02-836-CD
:
:

NOTICIA

A NEIL C. DOTTS Defendido/a
Defendidos/as

Por este medio se le esta notificando que el 26 de August del 2002, el/la siguiente (~~Orden~~), (~~Decreto~~), (Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

By default in the sum of \$ 7,507.99, with
interest and costs of suit.

FECHA: August 26, 2002



Protonotario

Certifico que la siguiente direccion es la del defendido/a segun indicada en el certificado de residencia:

Neil C. Dotts
RT #1 Box 368
Coalport, PA 16627



Abogado del Demandante

COPY

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

Waypoint Bank
Plaintiff(s)

No.: 2002-00836-CD

Real Debt: \$7,507.99

Atty's Comm:

Vs.

Costs: \$

Int. From:

Neil C. Dotts
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2002

Expires: August 28, 2007

Certified from the record this 28th day of August, 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

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

Waypoint Bank,

Plaintiff

vs.

Neil C. Dotts,

Defendant

:
: CIVIL DIVISION
: No. 2002-00836-CD
:
: Type of Pleading:
: PRAECIPE TO MARK JUDGMENT
: SATISFIED
:
: Filed on Behalf of:
: Plaintiff
:
:
: Counsel of Record for
: Plaintiff
: Eugene E. Pepinsky, Jr.,
: 210 Walnut Street
: Harrisburg, PA 17108
: Supreme Court I.D. No.
: 23702
: (717) 255-8051

FILED No cc
010:27/21 Unlimited
NOV 17 2005 Real
Estate pd.
7.00
William A. Shaw
Prothonotary/Clerk of Courts
Cert. of Sat.
to Unlimited

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

Waypoint Bank,

Plaintiff

vs.

Neil C. Dotts,

Defendant


:
: CIVIL DIVISION
:
:
: No. 2002-00836-CD
:
:
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:

PRAECIPE TO MARK JUDGMENT SATISFIED

TO THE PROTHONOTARY:

Please mark the judgment in the above-captioned matter satisfied
of record upon payment of your costs only.

DATED: 10-7, 2005



Eugene E. Pepinsky, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Waypoint Bank

No.: 2002-00836-CD

Vs.

Debt: \$7,507.99

Neil C. Dotts

Atty's Comm.:


Interest From:

Cost: \$7.00

NOW, Thursday, November 17, 2005 , directions for satisfaction having been received,
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of November, A.D. 2005.

Prothonotary

 COPY