

02-1143-CD
Deborah Skrzypek vs Raymond Lee

02

02-1143-CD
DEBORAH E. SKRZYPEK -vs- RAYMOND A. LEE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBORAH E. SKRZYPEK,
Plaintiff : No. 02-1143-C8
vs. : Type of Pleading:
RAYMOND A. LEE,
Defendant : **COMPLAINT IN CONFESSION
OF JUDGMENT**
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for This Party:
: Jeffrey S. DuBois, Esq.
: Supreme Court No. 62074
: Hanak, Guido and Taladay
: 498 Jeffers Street
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

FILED

JUL 23 2002

William A. Shaw
Prothonotary

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

DEBORAH E. SKRZYPEK,
Plaintiff

vs.

RAYMOND A. LEE,
Defendant

...
...
...
...
No. 02-1143-CD

COMPLAINT - CONFESSION OF JUDGMENT

Plaintiff, DEBORAH E. SKRZYPEK, by her undersigned attorney
avers as follows:

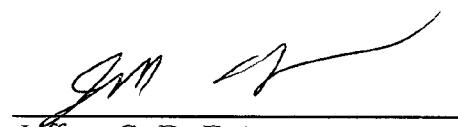
1. Plaintiff is DEBORAH E. SKRZYPEK, an adult individual whose address is R.R. 3, Box 33, DuBois, Clearfield County, Pennsylvania.
2. Defendant is RAYMOND A. LEE, an Adult individual whose last known address is 235 West Long Avenue, DuBois, Clearfield County, Pennsylvania.
3. Defendant authorized the confession of judgment against him and in favor of Plaintiff in any court of record in the Commonwealth upon the occurrence of an Event of Default as defined in the Contract of Sale and Installment ("the Agreement") dated June 6, 2001. A true and correct copy of same is attached hereto and marked as Exhibit "A."
4. An Event of Default has occurred in that the Agreement requires Defendant to make a monthly payment to Plaintiff in the amount of \$966.67 and Defendant has failed to make these payments since the inception of the Agreement.

5. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

6. Judgment has not been entered on the Agreement in any other jurisdiction.

WHEREFORE, Plaintiff, DEBORAH E. SKRZYPEK, respectfully requests that a judgment be entered in her favor and against Defendant, RAYMOND A. LEE for the following amount:

Principal Due	\$11,600.00
Less Payments made by Defendant	(\$995.00)
Costs	\$ 80.00
Attorney's fees	<u>\$ 750.00</u>
TOTAL	\$11,435.00



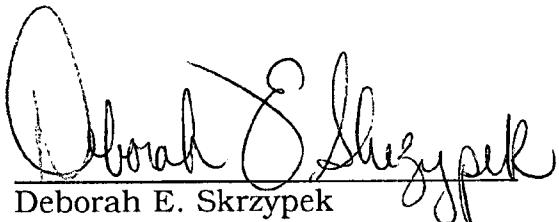
Jeffrey S. DuBois
Attorney for Plaintiff

VERIFICATION

I, DEBORAH E. SKRZYPEK, hereby verify that I have read the foregoing COMPLAINT and that the statements contained therein are correct to the best of my knowledge.

This statement and verification are made subject to rules and penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 1/11/02



A handwritten signature in black ink, appearing to read "Deborah E. Skrzypek". The signature is fluid and cursive, with "Deborah" on the first line and "E. Skrzypek" on the second line. A small circle is drawn to the left of the "D" in "Deborah".

Deborah E. Skrzypek

CONTRACT OF SALE AND INSTALLMENT AGREEMENT

In exchange for consideration of \$11,600 and the promises set forth herein, Deborah E. Skrzypek ("DS") agrees to withdrawal from any partnership carried-on between her and Raymond A. Lee ("RL") and also agrees to convey her interest in any such partnership.

In exchange for the consideration of the above withdrawal and conveyance, RL agrees to pay to the order of DS \$11,600.00 ("Principal Amount"). Said amount will be paid in twelve (12) consecutive monthly installments of \$966.67 to be paid on the first day of the month beginning July 1, 2001. Notwithstanding any provision of this agreement, the entire Principal Amount together with any unpaid penalties, fees or costs made due under the terms this Agreement is due and payable on July 1, 2002. RL agrees to assume any and all liabilities incurred by any partnership entered into by RL and DS.

Events of Default. The occurrence of any of the following shall constitute an Event of Default:

1. RL's failure to make make the monthly payment by the tenth day of the month that said payment is due;
2. Discovery that any material misrepresentation was made to DS by or on behalf of RL relating to any of the matters of this Agreement; or that an Event of Default has occurred prior to the signing of this agreement.
3. The insolvency of RL;
4. The call of a committee of RL's creditors;
5. An assignment for the benefit of RL's creditors;
6. The voluntary or involuntary application for, or appointment of, a receiver for RL;
7. The filing of an voluntary or involuntary petition by or on behalf of RL under any provision of the federal bankruptcy laws;
8. The issuance of a warrant of attachment or for distraint, or a notice of a tax lien against RL.
9. RL's failure to pay, withhold, collect or remit any tax deficiency when assessed or due;
10. RL's death, permanent disability or finding that he is legally

incompetent;

11. A bulk sale of RL's business assets or notice of RL's intent to do so;
12. The mortgage, pledge, or transfer of RL's accounts receivable or any other business property other than inventory;
13. Suspension or liquidation of RL's business;
14. Failure on the part of RL, after demand, to furnish financial information or to permit inspection of any books or records;
15. A determination, in the sole opinion of DS, that RL's financial responsibility has become impaired or unsatisfactory.

Acceleration. Upon the occurrence of an Event of Default, all indebtedness provided for in this Agreement may, at the discretion of DS, become due and payable immediately without demand or notice. DS agrees not to exercise her rights under this paragraph if, in her sole opinion, RL is making a good-faith effort to meet his obligations under this Agreement and he gives her at least seven days notice of such a deficiency.

Non-waiver. A failure by DS to exercise any right under this agreement shall not constitute a waiver of any right arising under this Agreement or by law.

Collection Costs. RL agrees to pay all actual expenditures incurred by DS in any attempt to collect any amount due under this Agreement, including all costs of legal action and reasonable attorneys' fees.

Modifications. No waiver or modification of the terms of this Agreement shall be valid unless in writing and signed by RL and DS.

Waiver of Presentment, Notice of Dishonor, and Protest. RL and all sureties, guarantors, and indorsers severally waive demand and presentment for payment, notice of dishonor, notice of protest and protests of any obligation created by this Agreement.

Waiver of Trial by Jury. Each party and their assigns and successors waives all right to trial by jury in any action or proceeding instituted in respect to this Agreement.

Severability. If any provision of this Agreement is found to be invalid the remaining portions of this agreement shall continue to be valid.

Governing Law. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

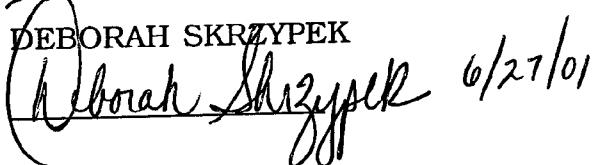
Authorization to Confess Judgment. Upon an Event of Default, RL authorizes any attorney of the choosing of DS to appear before the Prothonotary of any court of record of the Commonwealth of Pennsylvania or any other state in the United States and to waive the issuing and service of process and confess judgment in favor of Deborah Skrzypek against RL the amount due under this Agreement, together with costs of suit, and to release all errors and waive all right to appeal.

WARNING - BY SIGNING THIS AGREEMENT, RAYMOND A. LEE GIVES UP HIS RIGHT TO NOTICE AND TO COURT TRIAL. IF HE DOES NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST HIM WITHOUT HIS PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM HIM REGARDLESS OF ANY CLAIMS HE MAY HAVE AGAINST DEBORAH SKRZYPEK.

RAYMOND A. LEE

 6/27/01

DEBORAH SKRZYPEK

 6/27/01

witness Frances H. Thomas 6/27/01

FILED

Aug 10 2002

80.00

01/02/2002
JUL 23 2002

Notice & CC Def

William A. Shaw & CC & Statement to Atty
Prothonotary

COPY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DEBORAH E. SKRZYPEK,
Plaintiff

: No. 02-1143-CQ

vs.

RAYMOND A. LEE,
Defendant

: Type of Pleading:

**NOTICE OF ENTRY OF
CONFESSED JUDGMENT
PURSUANT TO Pa.R.C.P. 236**

: Filed on Behalf of:
PLAINTIFF

: Counsel of Record for This Party:
Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

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

DEBORAH E. SKRZYPEK, :
Plaintiff :
vs. : No. 02-1143-CD
RAYMOND A. LEE, :
Defendant :
:

NOTICE OF ENTRY OF CONFESSION
JUDGMENT PURSUANT TO Pa.R.C.P. 236

TO: RAYMOND A. LEE
235 West Long Avenue
DuBois, PA 15801

Pursuant to Pa.R.C.P. 236, you are hereby notified that judgment by confession has been entered against you in the above captioned matter in the amount of \$11,435.00.

Date: 7/23/03



Prothonotary

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

COPY

Deborah E. Skrzypek
Plaintiff(s)

No.: 2002-01143-CD

Real Debt: \$11,435.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Raymond A. Lee
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: July 23, 2002

Expires: July 23, 2007

Certified from the record this 23rd day of July, 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

DEBORAH E. SKRZYPEK,
Plaintiff : No. 2002-1143-CD

vs. : Type of Pleading:

RAYMOND A. LEE,
Defendant : **PRAECLPICE FOR WRIT
OF EXECUTION**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:
Jeffrey S. DuBois, Esq.
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

SEP 13 2002

William A. Shaw
Prothonotary

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

DEBORAH E. SKRZYPEK,
Plaintiff

vs.

No. 2002-1143-CD

RAYMOND A. LEE,
Defendant

PRAECIPE FOR WRIT OF EXECUTION
MONEY JUDGMENTS

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter:

- (1) Directed to the Sheriff of Clearfield County;
- (2) against RAYMOND A. LEE, Defendant, of 235 West Long Avenue,
DuBois, Pennsylvania, 15801;
- (3) Amount due \$11,435.00

Interest at 6% from 7/23/02
Costs (to be added)



Jeffrey S. DuBois
Attorney for Plaintiff

EXHIBIT "A"

Any and all personal property of the Defendant located at 235 West Long Avenue, DuBois, Pennsylvania, 15801, including but not limited to all property located at All About Racing, including die cast cars, sports cards, Nascar clothing, sports figurines and Nascar novelty items.

FILED

1cc Att
01/01/17
1cc Sng
SEP 13 2002

Att'y pd 20.00

William A. Shaw
Prothonotary

cc'd

*Counts issued
to Shaw*

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Deborah E. Skrzypek

Vs.

NO.: 2002-01143-CD

Raymond A. Lee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEBORAH E. SKRZYPEK, Plaintiff(s) from RAYMOND A. LEE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$11,435.00
INTEREST at 6% from 7/23/02
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 09/13/2002

PAID: \$80.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Jeffrey S. DuBois, Esq.
498 Jeffers Street
DuBois, PA 15801

Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13112

SKRZYPEK, DEBORAH E.

02-1143-CD

VS.

LEE, RAYMOND A.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, OCTOBER 7, 2002 @ 11:30 A.M. A LEVY WAS TAKEN ON PROPERTY OF THE DEFENDANT.

NOW, OCTOBER 7, 2002 @ 11:30 A.M. O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON RAYMOND A. LEE, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 235 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA 15801 BY HANDING TO RAYMOND A. LEE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

A SALE IS SET FOR FRIDAY NOVEMBER 15, 2002 AT 10:30 A.M..

NOW, NOVEMBER 8, 2002 RECEIVED A FAX FROM PLAINTIFF ATTORNEY TO CONTINUE THE SALE UNTIL WEDNESDAY, DECEMBER 4, 2003 AT 10:30 A.M..

NOW, DECEMBER 3, 2002 RECEIVED A FAX FROM PLAINTIFF ATTORNEY TO CANCEL SALE. AN AGREEMENT WAS REACHED IN THE CASE.

NOW, MARCH 26, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

NOW, MARCH 27, 2003 RETURN WRIT AS NO SALE HELD. SALE WAS CANCELED BY PLAINTIFF ATTORNEY AGREEMENT WAS REACHED.

SHERIFF HAWKINS \$147.88

SURCHARGE \$20.00

PAID BY ATTORNEY

FILED *11/15/01* *NO CC*
2
E RES

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13112

SKRZYPEK, DEBORAH E.

02-1143-CD

VS.

LEE, RAYMOND A.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

Sworn to Before Me This

27th Day Of March 2003

Will A. Shaw

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

So Answers,

Chester A. Hawkins
By Cynthia Butler Aughenbaugh
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Deborah E. Skrzypek

Vs.

NO.: 2002-01143-CD

Raymond A. Lee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEBORAH E. SKRZYPEK, Plaintiff(s) from RAYMOND A. LEE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$11,435.00

PAID: \$80.00

INTEREST at 6% from 7/23/02

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 09/13/2002



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 13th day
of September A.D. 2002
At 11:00 A.M./P.M.

Requesting Party: Jeffrey S. DuBois, Esq.
498 Jeffers Street
DuBois, PA 15801

Chester C. Hawkins
Sheriff
By Cynthia Butler Aughenbaugh

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

NAME: SKRZYPEK NO. 02-1143

NOW, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of 2002, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:		DEBT & INTEREST	
RDR	9.00	DEBT	11,435.00
SERVICE	9.00	INTEREST	
MILEAGE	12.35		
LEVY	20.00	TOTAL DEBT & INTEREST	11,435.00
MILEAGE	12.35	COSTS TO PROTHONOTARY	80.00
POSTING	9.00		
HANDBILLS	10.00	COSTS:	
COMMISSION			
UNABLE TO LEVY (9.00)		ATTORNEY PAID	
POSTAGE	1.48	ATTORNEY FEES	
ADD'L SERVICE		COSTS TO PROTHONOTARY	
ADD'L MILEAGE-DEPUTIZE	24.70	SHERIFF'S COSTS	147.88
ADD'L POSTING		REFUND OF ADVANCE	
COPIES/BILLING	15.00	REFUND OF SURCHARGE	
ADJOURNED SALE	15.00		
RETURN OF INTERROGATORIES		COSTS	
PHONE CALLS	10.00	OTHER COSTS-PREVIOUS	
TOTAL SHERIFF COSTS	147.88	TOTAL COSTS	147.88
		TOTAL DEBT AND COSTS	11,582.88

COMMISSION 2% ON THE FIRST \$100,000.00 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich
Jeffrey S. DuBois

December 3, 2002

TO: Cindy - Sheriff's Office
FAX 765-5915

FROM: Casey Bowers, Esq.

RE: Skrzypek vs. Lee

The parties have reached an agreement in the above matter. Please cancel the sale of personal property of Raymond A. Lee now scheduled for December 4, 2002, and lift the levy on that property.

If you have any questions, feel free to contact me.

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich
Jeffrey S. DuBois

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

November 8, 2002

Sheriff's Office
Attn: Cindy
Courthouse
One North Second Street
Clearfield, PA 16830

Re: Skrzypek v. Lee
No. 2002-1143-CD
Sale of personal property of
Raymond A. Lee

Dear Cindy:

The Plaintiff in the above matter hereby requests that the sale of personal property of Raymond A. Lee now scheduled to be held on November 15, 2002, at 10:30 a.m., be rescheduled for sometime between December 4, 2002, and December 10, 2002.

Please note in this matter that Plaintiff will be unavailable from December 11, 2002, through December 18, 2002.

Thank you for your cooperation in this matter. If you have any questions, feel free to contact my office.

Sincerely,



Casey Bowers

SCB/bab
cc: Debbie Skrzypek

