

02-1207-CD
Comm. Home SALES & Bradford Heights vs William & Janet
Albright

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

Community Home Sales &
Bradford Heights,
Plaintiff

vs.

William & Janet Albright,
Defendants

: No.: 02-1207-CO

: Type of Case: Civil Action

: Type of Pleading: Petition to Proceed
In Forma Pauperis

: Filed on Behalf of: William & Janet
Albright

: Counsel of Record:

: Robin Jean Foor

: PA ID # 41520

: MIDPENN LEGAL SERVICES

: 211 1/2 East Locust Street

: Clearfield, PA 16830

: (814)765-9646

: (814)765-1396(FAX)

FILED

AUG 05 2002

09/10/02 atty Foor
William A. Shaw
Prothonotary

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

Community Home Sales	:
& Bradford Heights,	: No.
Plaintiff	:
	:
v.	:
	:
William & Janet Albright,	:
Defendants	:

PRAECIPE TO PROCEED IN FORMA PAUPERIS

TO THE PROTHONOTARY:

Kindly allow defendants, William & Janet Albright, to proceed in forma pauperis and waive the filing fees.

I, Robin Jean Foor, attorney for the party proceeding in forma pauperis, certify that I believe the party is unable to pay the costs and that I am providing free legal service to the party. The party's affidavit showing inability to pay the costs of litigation is attached hereto.

MIDPENN LEGAL SERVICES,

By: 
Robin Jean Foor
Attorney for William & Janet Albright
211 1/2 East Locust Street
Clearfield, PA 16830
(814) 765-9646

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

Community Home Sales	:	
& Bradford Heights,	:	NO.
Plaintiff	:	
v.	:	
William & Janet Albright,	:	
Defendant	:	

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of William & Janet Albright respectfully represents:

1. We are the defendants in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. We are unable to obtain funds from anyone, including our family and associates, to pay the costs of litigation.
3. We represent that the information below relating to our ability to pay the fees and costs is true and correct:

(a) Name: William & Janet Albright

Address: PO Box 196, Woodland, PA

Soc. Sec. No.: 206-30-8476;175-34-8760

(b) Employment--If you are presently employed, state

Employer: NA

Address:

Salary or wages per month:

Type of work:

--If you are presently unemployed, state

Date of last employment:

Salary or wages per month:

Type of work:

(c) Other income within the past twelve months

Business or profession: None

Other self-employment: None

Interest: None

Dividends: None

Pension and annuities: None

Social security benefits: \$887

Support payments: None

Disability payments: None

Unemployment compensation and supplemental benefits: None

Workman's compensation: None

Public assistance: None

Other: Foodstamps \$150

(d) Other contributions to household support(please circle)

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate:

If employed, state

Employer:

Salary or wages per month:

Type of work:

Contributions from children: None

Contributions from parents, family members or
any other individuals: None

(e) Property owned

Cash: None

Checking account: \$3

Savings account: None

Certificates of deposit: None

Real estate (including home): None

Motor vehicle: Model, Make/Year: 1993 Ford Festiva

Cost: \$1100; Amount owed: \$230

Stocks; bonds: None

Other: 1995 Plymouth Neon-transmission is out of it- \$500

(f) Debts and obligations

Utilities: \$62 electric

\$ 10 cable

\$ 81 telephone

\$

Groceries \$ \$350

Rent/Mortgage: \$300

Loans: 100 car payment

Auto expense: 60 car insurance

Child care:

Miscellaneous:

(g) Persons dependent upon you for support

Spouse's Name: N/A

Children, if any (names/ages):

Other persons: Name: None

Relationship: N/A

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. '4904, relating to unsworn falsification to authorities.

Date: 8/2/02

William P. Albright
William Albright

Janet M. Albright
Janet Albright

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

Community Home Sales
& Bradford Heights,
Plaintiff

: No. 02-1207-CD

v.

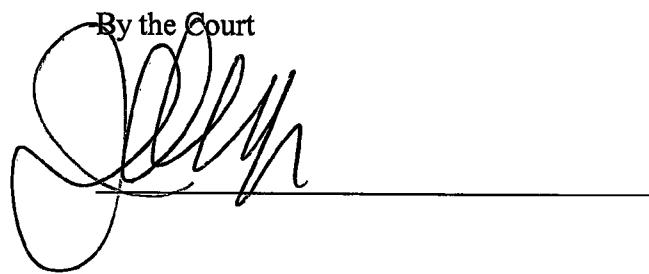
William & Janet Albright,
Defendant

ORDER

AND NOW, this 8 day of Aug, 2002, upon consideration
of the foregoing Affidavit in support of Petition to Proceed In Forma Pauperis, it is the ORDER
of this Court that said Petition is GRANTED/ DENIED.

If the Petition is GRANTED, Filing fee is hereby WAIVED.

By the Court



FILED

AUG 08 2002
09:23 AM atty
William A. Shaw
Prothonotary
Foa

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

02-1207-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.		
William & Janet Albright		46-3-03		
ADDRESS OF APPELLANT		CITY	STATE	ZIP CODE
PO Box 196		Woodland	PA	16881
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)			
7-15-02	Comm. Mobile Home Sales et al vs. William Albright et al (Defendant)			
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT			
CV 0000 125-02	<i>John J. Foor</i>			
LT				
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>				
Signature of Prothonotary or Deputy				
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Community Home Sale & Bradford Heights, appellee(s), to file a complaint in this appeal
 Name of appellee(s)

(Common Pleas No. 02-1207-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

John J. Foor
 Signature of appellant or his attorney or agent

RULE: To Community Home Sales & Bradford, appellee(s).
 Name of appellee(s) Heights

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 8, 2002

William A. Shaw

Signature of Prothonotary or Deputy

FILED

b/MS

AUG 08 2002

09:23 CC atty Foor

William A. Shaw
 Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:	46-3-03
DJ Name: Hon.	
Address:	MICHAEL A. RUDELLA MOUNTAIN VIEW PLAZA P.O. BOX 210 KYLERTOWN, PA
Telephone:	(814) 345-6789
	16847-0000

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS	COMM. HOME SALES & BRADFORD HEIGHTS R.R.2 BOX 557 WOODLAND, PA 16881
DEFENDANT: NAME and ADDRESS	VS. ALBRIGHT, WILLIAM, ET AL.

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

Docket No.: **CV-0000125-02**
Date Filed: **6/10/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:	DEFAULT JUDGMENT PLTF
<input checked="" type="checkbox"/> Judgment was entered for: (Name)	COMM. HOME SALES & BRADFORD HE
<input checked="" type="checkbox"/> Judgment was entered against: (Name)	ALBRIGHT, WILLIAM
In the amount of \$	3,928.64
on:	(Date of Judgment) 7/15/02
<input type="checkbox"/> Defendants are jointly and severally liable.	(Date & Time) _____
<input type="checkbox"/> Damages will be assessed on:	
<input type="checkbox"/> This case dismissed without prejudice.	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____	
<input type="checkbox"/> Levy is stayed for _____ days or <input type="checkbox"/> generally stayed.	
<input type="checkbox"/> Objection to levy has been filed and hearing will be held:	
Date:	Place:
Time:	

Amount of Judgment	\$ 3,863.64
Judgment Costs	\$ 65.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,928.64
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-15-02 Date *Rudelle Sheld*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7/30/02 Date *M. Rudelle*, District Justice

My commission expires first Monday of January.

2006

SEAL

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

Docket No.: CV-0000125-02
Date Filed: 6/10/02



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) COMM. HOME SALES & BRADFORD HS

Judgment was entered against: (Name) ALBRIGHT, JANET M

in the amount of \$ 3,928.64 on: (Date of Judgment) 7/15/02

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>3,863.64</u>
Judgment Costs	\$ <u>65.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>3,928.64</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-15-02 Date Michael Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7-30-02 Date Michael Rudella, District Justice

My commission expires first Monday of January,

2006

SEAL

AOPC 315-99

Date: 08/08/2002

Clearfield County Court of Common Pleas

NO. 1846767

Time: 12:00 PM

Receipt

Page 1 of 1

Received of: Albright, William (defendant)

\$ 0.00

Zero and 00/100 Dollars

Case: 2002-01207-CD	Defendant: Albright, William	Amount
District Justice Appeals		0.00
Indigent or No Fee		
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 80.00

By: _____

Change Returned: 80.00

Deputy Clerk

Clerk: BILLSHAW

02-1207-CD

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

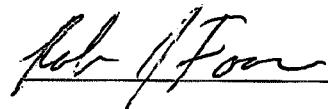
AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 02-1207, upon the District Justice designated therein on (date of service) August 9, 2002, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Community Home Sales, on August 9, 2002, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on August 9, 2002, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF August, 2002



Signature of affiant


Signature of official before whom the affidavit was sworn

WILLIAM A. SHAW

Title of official

Prothonotary

My commission expires on

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

FILED

AUG 9 2002

C/3.01

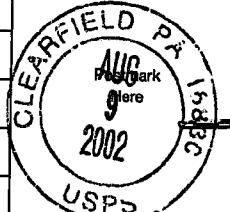
William A. Shaw
Prothonotary

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

0200 0002 0055 0692

OFFICIAL USE

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	4.42


CLEARFIELD PA
Postmark
Date
2002
USPS

Sent To
Community, Home Sales and Bradford Heights
Street, Apt. No.;
or PO Box No.
RR #2, Box 557
City, State, ZIP+4
Woodland, PA 16881

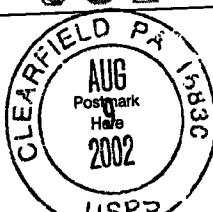
PS Form 5000, January 2001
See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

0200 0002 0055 0692

OFFICIAL USE

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	4.42


CLEARFIELD PA
Postmark
Date
2002
USPS

Sent To
District Justice Michael Ruidella
Main View Plaza, PO Box 210
Kirkwood, PA 16847-0000
City, State, ZIP+4
Kirkwood, PA 16847-0000

PS Form 5000, January 2001
See Reverse for Instructions

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-1207-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
William & Janet Albright	46-3-03		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
PO Box 196	Woodland	PA	16881
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
7-15-02	Comm. Mobile Home Sales et al vs William Albright et al (Defendant)		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 0000 125-02	<i>Heidi J. Farn</i>		
LT			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Community Home Sales & Bradford Heights, appellee(s) to file a complaint in this appeal
 Name of appellee(s)

(Common Pleas No. 02-1207-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Heidi J. Farn
 Signature of appellant or his attorney or agent

RULE: To Community Home Sales & Bradford Heights, appellee(s).
 Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 8, 2002

Heidi J. Farn
 Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

AUG 08 2002

Attest.

Heidi J. Farn
 Prothonotary/
 Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789**

16847-0000

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881

NAME and ADDRESS

VS.

DEFENDANT:
ALBRIGHT, WILLIAM, ET AL.

NAME and ADDRESS

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

Docket No.: **CV-0000125-02**
Date Filed: **6/10/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

02-1207-CD

Judgment was entered for: (Name) **COMM. HOME SALES & BRADFORD HE**

Judgment was entered against: (Name) **ALBRIGHT, WILLIAM**

in the amount of \$ **3,928.64** on: (Date of Judgment) **7/15/02**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 3,863.64
Judgment Costs	\$ 65.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,928.64
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total \$ **3,928.64**

FILED

Date:	Place:
Time:	

*AUG 14 2002
0/1/02
William A. Shaw
Prothonotary*

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-15-02 Date *Ruthie Sheld*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7/30/02 Date *Ruthie Sheld*, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **MOUNTAIN VIEW PLAZA**

P.O. BOX 210

KYLERTOWN, PA

Telephone: **(814) 345-6789**

16847-0000

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

**COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881**

NAME and ADDRESS

DEFENDANT:

ALBRIGHT, WILLIAM, ET AL.

NAME and ADDRESS

VS.

**MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000**

Docket No.: **CV-0000125-02**

Date Filed: **6/10/02**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **COMM. HOME SALES & BRADFORD HE**

Judgment was entered against: (Name) **ALBRIGHT, JANET M**

in the amount of \$ **3,928.64** on: (Date of Judgment) **7/15/02**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 3,863.64
Judgment Costs	\$ 65.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,928.64

Post Judgment Credits \$ _____

Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-15-02 Date *Rudella, Michael*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7-30-02 Date *M. Rudella*, District Justice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Civil Division

Community Home Sales
and Bradford Heights,
Plaintiff

vs.

William and Janet Albright,
Defendants

* No. 02-1207-CD
*
*
*
* TYPE OF CASE: Civil
*
*
*
* TYPE OF PLEADING: Certificate of Service
*
*
*
* FILED ON BEHALF OF: Defendants
*
*
*
* COUNSEL OF RECORD FOR THIS PARTY:
* Robin Jean Foor, Esquire
*
*
*
* SUPREME COURT NO.: 41520
*
*
* MidPenn Legal Services
* 211 1/2 East Locust Street
* Clearfield, Pennsylvania 16830
* (814) 765-9646
*
*

FILED

AUG 19 2002
Ogallala
William A. Shaw
Prothonotary
K&L

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

Community Home Sales
and Bradford Heights,
Plaintiff

*
*
*
*
*
*
*
*

vs.

* No. 02-1207-CD

William and Janet Albright,
Defendant

*
*
*
*
*

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 9th day of August, 2002, I sent a certified copy of the Notice of Appeal filed to the above-captioned case to the following individual by certified mail, return receipt requested:

Community Home Sales
and Bradford Heights
RR #2, Box 557
Woodland, PA 16881

The return receipt card signed by Erika R. Mann is attached.



Robin Jean Foor, Esquire

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Community Home Sales
and Bradford Heights
RR #2, Box 557
Woodland, PA 16881

COMPLETE THIS SECTION ON DELIVERY**A. Received by (Please Print Clearly)**

MERIKAR MANN 8/14/02

B. Date of Delivery**C. Signature**

Merikar Mann

Agent
 Addressee

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**5. Article Number (Copy from service label)**

7001 0320 0002 4055 0692

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Civil Division

Community Home Sales
and Bradford Heights,
Plaintiff

vs.

William and Janet Albright,
Defendants

* No. 02-1207-CD

*

*

*

* TYPE OF CASE: Civil

*

*

* TYPE OF PLEADING: Certificate of Service

*

*

* FILED ON BEHALF OF: Defendants

*

*

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* COUNSEL OF RECORD FOR THIS PARTY:

* Robin Jean Foor, Esquire

*

*

* SUPREME COURT NO.: 41520

*

* MidPenn Legal Services

* 211 1/2 East Locust Street

* Clearfield, Pennsylvania 16830

* (814) 765-9646

*

*

FILED

AUG 19 2002
07/28/02 atty
William A. Shaw E.O.
Prothonotary 7/28

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

Community Home Sales
and Bradford Heights,
Plaintiff

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*
*

vs.

* No. 02-1207-CD

*
*
*
*

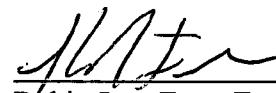
William and Janet Albright,
Defendant

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 9th day of August, 2002, I sent a certified copy of the Notice of Appeal filed to the above-captioned case to the following individual by certified mail, return receipt requested:

Michael Rudella, District Justice
Mountain View Plaza
PO Box 210
Kylertown, PA 16847-0000

The return receipt card signed by District Justice Michael Rudella is attached.



Robin Jean Foor, Esquire

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Rudella
District Justice
Mountain View Plaza
PO Box 210
Kutztown, PA
16847-0000

COMPLETE THIS SECTION ON DELIVERY**A. Received by (Please Print Clearly)****B. Date of Delivery***8-12-02***C. Signature***X Michael Rudella* Agent
 Addressee**D. Is delivery address different from item 1? Yes****If YES, enter delivery address below: No****3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**7002 0510 0001 1860 9125**

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC.,
Plaintiff/Appellant

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*
*
* District Justice Appeal
* Case No. 02-1207-CD
*

WILLIAM C. ALBRIGHT and
JANET M. ALBRIGHT,
Defendants/Appellee

*
* Type of Pleading:
* COMPLAINT
*

* Filed on behalf of:
* PLAINTIFF
*

*
* Plaintiff's address:
* R.R. #2, Box 557
* Woodland, PA 16881
* (814) 857-8210
* (814) 857-8121 Fax
*

*
*
*

FILED

AUG 29 2002
0/3:20/lms
William A. Shaw
Prothonotary
2 Cmt to

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

**COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC.,
Plaintiff/Appellant**

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*
*
* **District Justice Appeal**
* Case No. 02-1207-CD
*

**WILLIAM C. ALBRIGHT and
JANET M. ALBRIGHT,
Defendants/Appellee**

*
* **Type of Pleading:**
* **COMPLAINT**
*
* **Filed on behalf of:**
* **PLAINTIFF**
*

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claims in the Complaint or for any 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 FORTHER BELOW TO FIND OUT
WHERE YOU CAN GET LEGAL HELP.**

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641, extension 32

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

COMMUNITY HOME SALES @ BRADFORD HEIGHTS, INC., Plaintiff/Appellant	*	
	*	
	*	
	*	
	*	
	*	District Justice Appeal
	*	Case No. 02-1207-CD
	*	
WILLIAM C. ALBRIGHT and JANET M. ALBRIGHT, Defendants/Appellee	*	
	*	Type of Pleading:
	*	COMPLAINT
	*	

COMPLAINT

NOW, comes the Plaintiff, Community Home Sales @ Bradford Heights, Inc., who hereby avers as follows:

1. Community Home Sales @ Bradford Heights, Inc., whose address is R.R. #2, Box 557, Woodland, Pennsylvania 16881.
2. Defendants, are William C. Albright and Janet M. Albright, adult individuals, whose last know address is P.O. Box 196, Woodland, Pennsylvania 16881.
3. On April 17, 2001, Defendants, William C. Albright and Janet M. Albright entered into a personal Note with Community Home Sales @ Bradford Heights, Inc. in the amount of \$4,412.61.
4. The terms of the Note were for 60 consecutive months with a monthly payment amount of \$90.51, due and payable on the 17th day of each month. The collateral being held by this note was the title to a 1995 Plymouth Neon, VIN #47567168903AL, and was to be

held by the Plaintiff, Community Home Sales @ Bradford Heights, Inc. until the original Note amount was paid in full. A copy of the Note is attached hereto as Exhibit "A".

5. Defendants made their scheduled payments to Plaintiff on time every month in the amount of \$90.51, until February 2002. Attached hereto as Exhibit "B" is the deposit record for Community Home Sales, Inc. showing the only payments made by Defendants.

6. In May of 2002, Defendants were in the process of being evicted from their home due to being in default on their mortgage with AmeriServe Financial. Their residence was located in Bradford Heights, a manufactured home community located in Woodland, Pennsylvania, which is managed by Bradford Heights Management Company, who are both affiliated with the Plaintiff.

7. The collateral in question, the 1995 Plymouth Neon, was located at their residence in Bradford Heights.

8. The Defendants informed Plaintiff that they were told by AmeriServe Financial to vacate their residence by May 11, 2002. Therefore, Plaintiff contacted Defendants before May 11, 2002, to let them know they were in default on their Note and that they must sign over the title to the 1995 Plymouth Neon to Community Home Sales, Inc.

9. Defendants told Plaintiff on numerous occasions that they had an attorney and that their attorney wanted to see the documentation stating that they had to sign the title over to Community Home Sales, Inc., Plaintiff asked Defendants to have this attorney contact their office and they would provide any documentation that was needed, Plaintiff was never contacted.

10. The Defendants were not using the vehicle in question, and had not been using it for approximately 2 to 3 months. They had put a "For Sale" Sign on the vehicle. The Defendants had informed Plaintiff on numerous occasions that there were transmission problems with the car, and had told another tenant, Clyde McQuillen, who had seen the "For Sale" sign and was interested in buying the vehicle, that he could not take it for a test drive, because the wheels were locked up from sitting for so long.

11. On Friday, May 31, 2002, after previous statements from Defendants that they

were not signing over the title until their attorney had all of the documentation Defendants contacted Plaintiff over the phone letting Plaintiff know that they would be stopping at the offices of Community Home Sales, Inc. to sign over the title to Plaintiff, which had been in Plaintiffs possession, since April 17, 2001.

12. Mrs. Albright entered the office and requested that I take the title out to their vehicle, which was not the vehicle in question, for Mr. Albright to sign. Mrs. Albright stated that Mr. Albright was having problems with his legs and could not come into the office. When I asked Mrs. Albright to sign the title, she said she would after Mr. Albright did. Upon entering the parking lot of Community Home Sales, Inc., Mrs. Albright went around the vehicle and got into the passenger side. I went to the driver's side of the vehicle where Mr. Albright was seated. I then handed the title to the 1995 Plymouth Neon for Mr. Albright to sign. Mrs. Albright then bent down to search through her pocket book to find a pen for Mr. Albright to sign with; I had a pen in my hand and attempted to hand it to Mr. Albright. As I attempted to hand Mr. Albright the pen, they drove off with the title to the 1995 Plymouth Neon.

13. Trying not to make the situation worse, I immediately contacted the Pennsylvania State Police to inform them of what had just happen. First I was informed by the State Police to see if I could secure the vehicle in question or have it towed to a safe location, to my knowledge the vehicle in question was still located at Defendants previous residence in Bradford Heights. I too live in the Community of Bradford Heights, and do recall the vehicle in question at the Defendants previous residence earlier in the week. I then called tenants, Russell and Lee O'Shea, whose home is located next to the home that Defendants had just been evicted from to see if the vehicle in question, the 1995 Plymouth was still at the residence. It was not; Mr. And Mrs. Albright had already removed it from the premises. Once I was informed that the vehicle had been taken, I again called the Pennsylvania State Police, they informed me that it was a civil matter and that I would have to contact District Justice Rudella. I then contacted District Justice Michael Rudella's office; Mr. Rudella was away on vacation that week and was not returning until Monday, June 3, 2002. Mr. Rudella's secretary had me contact District Justice Hawkins, to inform him of what had happened. Upon speaking with Mr. Hawkins, he informed me that we would have to file a civil complaint.

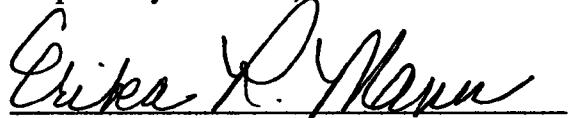
14. On, Tuesday, June 4, 2002, Plaintiff filed a civil complaint at District Justice Rudella's office detailing the events that took place on May ^{31st}. A copy of which is attached hereto as Exhibit "C". Mr. Rudella was unable to hear the case due to a conflict of interest.

Defendants were in the process of renting a singlewide trailer from Mr. Rudella. On Monday, July 15, 2002, the hearing was held in District Justice Rudella's office and was heard by District Justice Irland. Defendants did not show up for the hearing, therefore a default judgment was entered against Defendants in the amount of \$3,928.64, which is the balance due on the note, along with costs to file the complaint. A copy of the judgment is attached hereto has Exhibit "D".

15. Plaintiff feels that this was a pre-meditated act on the part of Defendants who fully knew what they were planning to do on May 31, 2002.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$3,928.64 for the balance due on the Note entered into by Defendants, plus court costs and such other reasonable costs as the court may allow.

Respectively submitted,



Erika R. Mann
Plaintiff

Erika R. Mann
Manager/Community Housing Coordinator
Community Home Sales @ Bradford Heights, Inc.

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 P.A. C.S. Section 4904 relating to Unsworn Falsification to Authorities.


Greta R. Mann
Plaintiff

NOTE

MADE this the 17th day of April, 2001, between **COMMUNITY HOME SALES @ BRADFORD HEIGHTS, INC.** of R.R. #2, Box 557, Woodland, Clearfield County, PA, hereinafter referred to as "LENDER";

A
N
D

WILLIAM C. ALBRIGHT and JANET M. ALBRIGHT, husband and wife, of P.O. Box 196, Woodland, Clearfield County, PA, hereinafter referred to as "BORROWERS".

This agreement is to Finance the additional funds needed to Purchase the Marlette home, Serial No. T000474AB located at Lot 104, Bell Lane, Bradford Heights, Inc.

LENDER will hold the title to BORROWER'S vehicle, 1995 Plymouth, Neon, VIN #47567168903AL, until BORROWER'S pay LENDER in full. Upon payment in full, title to the vehicle will be given to BORROWER'S.

BORROWER'S PROMISE TO PAY:

In return for a loan that Borrowers, William C. Albright and Janet M. Albright, herein referred to as "I" have received, I promise to pay U.S. \$ 4,412.61 (this amount is called "principal"), plus interest, to the order of the Lender. The lender is **COMMUNITY HOME SALES @ BRADFORD HEIGHTS, INC.**, of R.R. #2, Box 557, Woodland, PA 16881. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

INTEREST:

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay principal and interest at a yearly rate of 8.49%.

The interest rate required by this Section 2 is the rate I will pay unless I am in default described in Section 6 (B) of this Note.

"Exhibit A"

PAYMENTS:

Time and Place of Payments: I will pay principal and interest by making payments on the 17th of every month starting June 17, 2001.

I will make these payments monthly until I have paid all of the principal and interest and any other charge described below that I may owe under this Note. May payments will be applied to interest before principal. If, on May 17, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will mail my payments to R.R. #2, Box 557, Woodland, PA 16881 or a different place if required by the Note Holder.

Amount of Payment: My payment will be in the amount of U.S. \$90.51 for 60 equal payments.

BORROWERS RIGHT TO REPAY:

We have the right to make prepayments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When we make a prepayment, we will tell the Lender in writing that we are doing so.

We may make a full payment or partial prepayment without any prepayment charge. The Lender will use all of our prepayments to reduce the amount of principal that we owe under this Note. If we make a partial prepayment, there will be no changes in the due dates or in the amount of our monthly payment unless the Lender agrees in writing to those changes.

BORROWERS FAILURE TO PAY AS REQUIRED:

Late Charge for Overdue Payments:

If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, we will pay a late charge to the Lender, the amount of the charge will be 5.0% of our overdue payment of principal and interest, we will pay this late charge promptly, but only once on each late payment.

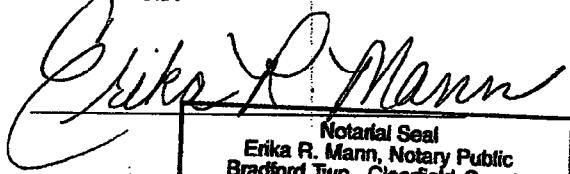
Notice of Default:

If we are in default, the Lender may send me a written notice telling us that if we do not pay the overdue amount by a certain date, the Lender may require us to pay immediately the full amount of principal which has not been paid and all of the interest that we owe on that amount. That date must be at least 30 days on which the notice is

delivered or mailed to us. If Borrower's are in default for more than two months, for only one time. Borrowers must delivered a signed title to the above mentioned vehicle, transferring it to Lender's name. If the sale price exceeds the balance of the payoff including any late fees or collection fees the difference will be returned to Borrowers.

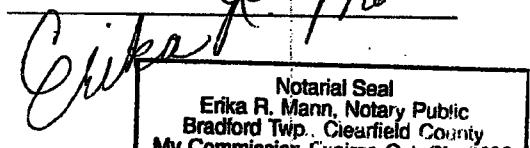
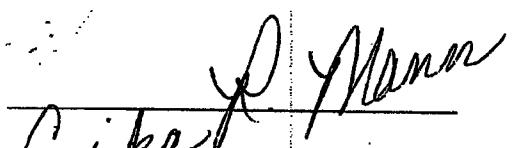
IN WITNESS WHEREOF, the said Lender and Borrowers have hereunto set their hands and seals the day and year above written.

WITNESS:



Notarial Seal
Erika R. Mann, Notary Public
Bradford Twp., Clearfield County
My Commission Expires Oct. 28, 2002

WITNESS:



Notarial Seal
Erika R. Mann, Notary Public
Bradford Twp., Clearfield County
My Commission Expires Oct. 28, 2002

LENDER:



Stephen J. Petuck, President

BORROWERS:



William C. Albright



Janet M. Albright

CHS/act.
Pmts made by
all rights

DEPOSIT RECORD		
DATE	SOURCE	AMOUNT
06/12	Wm. Allbright Gene payment on loan	90 51
		TOTAL

Exhibit "B"

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
07/03	Albert, W.	90 51
07/03	McQuillen, K.	43 00
TOTAL		

OTHER TRANSACTIONS

DATE	SOURCE	AMOUNT
TOTAL		

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
TOTAL		

OTHER TRANSACTIONS

DATE	SOURCE	AMOUNT
TOTAL		

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
TOTAL		

OTHER TRANSACTIONS

DATE	SOURCE	AMOUNT
TOTAL		

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DEPOSIT RECORD		
DATE	SOURCE	AMOUNT
		TOTAL
OTHER TRANSACTIONS		
DATE	SOURCE	AMOUNT
		TOTAL

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DEPOSIT RECORD		
DATE	SOURCE	AMOUNT
08/15/01	Altig - Dean and Aug MK & C - Wally Stork (Proceeds)	90 51
" "		43,957 50
		TOTAL 44,048 01

TRANSCER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

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DEPOSIT RECORD

... AND THE NEXT WEEK STIE

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

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TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
		TOTAL

OTHER TRANSACTIONS		
DATE	SOURCE	AMOUNT
		TOTAL

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
	TOTAL	
OTHER TRANSACTIONS		
DATE	SOURCE	AMOUNT
	TOTAL	

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
01/04	Albright-Loan Amt	90 51
	McGillen-Loan Pmt	93 00
	Marlette	
	Reimbursement	TOTAL
	Water Heater - Wells/Rich	371.89
	OTHER TRANSACTIONS	175.40
DATE	SOURCE	AMOUNT
	TOTAL	

TRANSFER TOTALS TO NEXT CHECK STUB

DEPOSIT RECORD

DATE	SOURCE	AMOUNT
	TOTAL	
OTHER TRANSACTIONS		
DATE	SOURCE	AMOUNT
	TOTAL	

TRANSFER TOTALS TO NEXT CHECK STUB

Fast Pmt. Made
 Jan. 2002
 Currently in default
 4 Months
 ~ June 17th will
 5 mont

MORTGAGOR	MORTGAGEE	CLOSING DATE	17-Apr-01
William C. Albright	Community Home Sales	LOAN AMOUNT	\$4,412.61
Janet M. Albright	Stephen J. Petuck, Pres.	INTEREST RATE	8.49%
PO Box 196	Route 970	AMORT. (MONTHS)	60
Woodland, PA 16881	Woodland, PA 16881	BALLOON	
		PAYMENT AMOUNT	\$90.51

PAYMENT NUMBER	<u>DUE DATE</u>	AMOUNT OF PAYMENT	AMOUNT ON INTEREST	AMOUNT ON PRINCIPAL	BALANCE DUE
1	17-Jan-01	\$90.51	\$31.22	\$59.29	\$4,359.32
2	17-Jul-01	\$90.51	\$30.80	\$59.71	\$4,293.61
3	17-Aug-01	\$90.51	\$30.38	\$60.13	\$4,233.48
4	17-Sep-01	\$90.51	\$29.95	\$60.56	\$4,172.92
5	17-Oct-01	\$90.51	\$29.52	\$60.99	\$4,111.93
6	17-Nov-01	\$90.51	\$29.09	\$61.42	\$4,050.51
7	17-Dec-01	\$90.51	\$28.66	\$61.85	\$3,988.66
8	17-Jan-02	\$90.51	\$28.22	\$62.29	\$3,926.37
9	17-Feb-02	\$90.51	\$27.78	\$62.73	\$3,863.64
10	17-Mar-02	\$90.51	\$27.34	\$63.17	\$3,800.46
11	17-Apr-02	\$90.51	\$26.89	\$63.62	\$3,736.84
12	17-May-02	\$90.51	\$26.44	\$64.07	\$3,672.77
13	17-Jun-02	\$90.51	\$25.98	\$64.53	\$3,608.24
14	17-Jul-02	\$90.51	\$25.53	\$64.98	\$3,543.26
15	17-Aug-02	\$90.51	\$25.07	\$65.44	\$3,477.82
16	17-Sep-02	\$90.51	\$24.61	\$65.90	\$3,411.92
17	17-Oct-02	\$90.51	\$24.14	\$66.37	\$3,345.54
18	17-Nov-02	\$90.51	\$23.67	\$66.84	\$3,278.70
19	17-Dec-02	\$90.51	\$23.20	\$67.31	\$3,211.39
20	17-Jan-03	\$90.51	\$22.72	\$67.79	\$3,143.60
21	17-Feb-03	\$90.51	\$22.24	\$68.27	\$3,075.33
22	17-Mar-03	\$90.51	\$21.76	\$68.75	\$3,006.58
23	17-Apr-03	\$90.51	\$21.27	\$69.24	\$2,937.34
24	17-May-03	\$90.51	\$20.78	\$69.73	\$2,867.61
25	17-Jun-03	\$90.51	\$20.29	\$70.22	\$2,797.39
26	17-Jul-03	\$90.51	\$19.79	\$70.72	\$2,726.67
27	17-Aug-03	\$90.51	\$19.29	\$71.22	\$2,655.45
28	17-Sep-03	\$90.51	\$18.79	\$71.72	\$2,583.73
29	17-Oct-03	\$90.51	\$18.28	\$72.23	\$2,511.50
30	17-Nov-03	\$90.51	\$17.77	\$72.74	\$2,438.76
31	17-Dec-03	\$90.51	\$17.25	\$73.26	\$2,365.50
32	17-Jan-04	\$90.51	\$16.74	\$73.77	\$2,291.73
33	17-Feb-04	\$90.51	\$16.21	\$74.30	\$2,217.43
34	17-Mar-04	\$90.51	\$15.69	\$74.82	\$2,142.61
35	17-Apr-04	\$90.51	\$15.16	\$75.35	\$2,067.26
36	17-May-04	\$90.51	\$14.63	\$75.88	\$1,991.38
37	17-Jun-04	\$90.51	\$14.09	\$76.42	\$1,914.95
38	17-Jul-04	\$90.51	\$13.55	\$76.96	\$1,837.99
39	17-Aug-04	\$90.51	\$13.00	\$77.51	\$1,760.49
40	17-Sep-04	\$90.51	\$12.46	\$78.05	\$1,682.43

*Balance
due*

MORTGAGOR	MORTGAGEE	CLOSING DATE	17-Apr-01
William C. Albright	Community Home Sales	LOAN AMOUNT	\$4,412.61
Janet M. Albright	Stephen J. Petuck, Pres.	INTEREST RATE	8.49%
PO Box 196	Route 970	AMORT. (MONTHS)	60
Woodland, PA 16881	Woodland, PA 16881	BALLOON	
		PAYMENT AMOUNT	\$90.51

PAYMENT NUMBER	DU E DATE	AMOUNT OF PAYMENT	AMOUNT ON INTEREST	AMOUNT ON PRINCIPAL	BALANCE DUE
41	17-Oct-04	\$90.51	\$11.90	\$78.61	\$1,603.82
42	17-Nov-04	\$90.51	\$11.35	\$79.16	\$1,524.66
43	17-Dec-04	\$90.51	\$10.79	\$79.72	\$1,444.94
44	17-Jan-05	\$90.51	\$10.22	\$80.29	\$1,364.65
45	17-Feb-05	\$90.51	\$9.65	\$80.86	\$1,283.79
46	17-Mar-05	\$90.51	\$9.08	\$81.43	\$1,202.37
47	17-Apr-05	\$90.51	\$8.51	\$82.00	\$1,120.36
48	17-May-05	\$90.51	\$7.93	\$82.58	\$1,037.78
49	17-Jun-05	\$90.51	\$7.34	\$83.17	\$954.61
50	17-Jul-05	\$90.51	\$6.75	\$83.76	\$870.86
51	17-Aug-05	\$90.51	\$6.16	\$84.35	\$786.51
52	17-Sep-05	\$90.51	\$5.56	\$84.95	\$701.56
53	17-Oct-05	\$90.51	\$4.96	\$85.55	\$616.02
54	17-Nov-05	\$90.51	\$4.36	\$86.15	\$529.86
55	17-Dec-05	\$90.51	\$3.75	\$86.76	\$443.10
56	17-Jan-06	\$90.51	\$3.13	\$87.38	\$355.73
57	17-Feb-06	\$90.51	\$2.52	\$87.99	\$267.73
58	17-Mar-06	\$90.51	\$1.89	\$88.62	\$179.12
59	17-Apr-06	\$90.51	\$1.27	\$89.24	\$89.87
60	17-May-06	\$90.51	\$0.64	\$89.87	(\$0.00)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA

Telephone: **(814) 345-6789**

16847-0000

PLAINTIFF:

NAME and ADDRESS

Community Home Sales & Bradford
Heights, Inc.
R.R.2 Box 557
Woodland, PA 16881
VS.

DEFENDANT:

NAME and ADDRESS

William C. Albright
Janet M. Albright

Docket No.: **CV-125-02**
Date Filed: **6-10-02**



AMOUNT	DATE PAID
FILING COSTS \$ <u>65.00</u>	<u>6/10/ 02</u>
POSTAGE \$ _____	<u>/ /</u>
SERVICE COSTS \$ _____	<u>/ /</u>
CONSTABLE ED. \$ _____	<u>/ /</u>
TOTAL \$ _____	<u>/ /</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 3863.64 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiffs gave defendants a personal loan in the original amount of \$4412.61 on 4-17-01. In return the plaintiff was to retain possession of the title of 1995 Plymouth Neon VIN #47567168903AL. On Friday, May 31, 2002, defendant Janet Albright ^{came to my} business saying she should sign the title over to us, because they were in default. She asked that I take the title outside to their truck for her husband to sign. I did so, and before signing the title they drove off with it. At ~~the~~ time they drove off, my arm was in the truck trying to hand Mr. Albright a pen. I then called the tenant (OVER)

I, _____ verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Erika P. Mann, Manager
(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney: _____

Address: _____

Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

"Exhibit C"

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD**

RECEIPT OF PAYMENT

Mag. Dist. No.: **46-3-03**
OJ Name: Hon. **MICHAEL A. RUDELLA**
Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-000**



REMITTER :

COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881

Docket No.: **CV-0000125-02**
Date Filed: **6/10/02**

RECEIPT NO:	088016	DATE:	6/10/02	PAGE:	1
SOURCE:	PAID AT WINDOW	AMOUNT RECEIVED:	\$	80.00	
METHOD:	PAID BY CHECK	AMOUNT APPLIED:	\$	80.00	
CHECK#:	01749	COLLATERAL APPLIED:	\$.00	
		CHANGE:	\$.00	
MANUAL RECEIPT#:			NEXT PAYMENT AMOUNT:		
CITATION#:			NEXT PAYMENT DATE:		
COSTS INCLUDED ON:			NEXT PMT TYPE:		

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	1.50	1.50-	.00
COMMONWEALTH COST- HB627	25.40	25.40-	.00
FILING FEES COMM COST	12.70	12.70-	.00
FILING FEES 17-CTY	25.40	25.40-	.00
TOTAL:	65.00	65.00-	.00

ESCROW DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
COLLATERAL	.00	15.00-	15.00-
TOTAL	.00	15.00-	15.00-

CURRENT BALANCE DUE: .00

RECV'D FROM COMM. HOME SALES & BRADFORD HEIGHTS
KAP THANK YOU!

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-03
DJ Name: Hon.	
Address:	MICHAEL A. RUDELLA MOUNTAIN VIEW PLAZA P.O. BOX 210 KYLERTOWN, PA
Telephone:	(814) 345-6789
	16847-0000

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF: **COMM. HOME SALES & BRADFORD HEIGHTS**
NAME and ADDRESS
R.R.2 BOX 557
WOODLAND, PA 16881

VS.

DEFENDANT: **ALBRIGHT, WILLIAM, ET AL.**
NAME and ADDRESS

COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881

Docket No.: **CV-0000125-02**
Date Filed: **6/10/02**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date: 7/15/02	Place: DISTRICT COURT 46-3-03
Time: 2:00 PM	MOUNTAIN VIEW PLAZA P.O. BOX 210 KYLERTOWN, PA 16847-0000

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

You must appear at the hearing and present your defense. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow.

NOTICE TO PLAINTIFF

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:	46-3-03	
DJ Name: Hon.	MICHAEL A. RUDELLA	
Address:	MOUNTAIN VIEW PLAZA	
	P.O. BOX 210	
	KYLERTOWN, PA	
Telephone:	(814) 345-6789	
	16847-0000	

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS
COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881

VS.
DEFENDANT: NAME and ADDRESS
ALBRIGHT, WILLIAM, ET AL.

COMM. HOME SALES & BRADFORD HEIGHTS
R.R.2 BOX 557
WOODLAND, PA 16881

Docket No.: CV-0000125-02
Date Filed: 6/10/02



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) COMM. HOME SALES & BRADFORD HE

Judgment was entered against: (Name) ALBRIGHT, WILLIAM

in the amount of \$ 3,928.64 on: (Date of Judgment) 7/15/02

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>3,863.64</u>
Judgment Costs	\$ <u>65.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>3,928.64</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

7-15-02 Date Rubella Freb Q, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.	
Date _____	, District Justice

My commission expires first Monday of January, 2006

SEAL

Exhibit "D"

FILED

AUG 29 2002

**William A. Shaw
Prothonotary**

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

Community Home Sales @
Bradford Heights, Inc.
Plaintiff

vs.

William C. Albright and
Janet M. Albright,
Defendant

: No.: 02 -1207-CD

: Type of Case: Civil

: Type of Pleading: Answer and
Counterclaim

: Filed on behalf of: Defendants

: Counsel of Record:

: Robin Jean Foor

: PA ID # 41520

: MIDPENN LEGAL SERVICES

: 211 1/2 East Locust Street

: Clearfield, PA 16830

: (814)765-9646

: (814)765-1396(FAX)

FILED

SEP 19 2002

0/359/3CC Atty Foor
William A. Shaw
Prothonotary

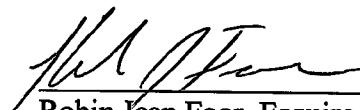
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Community Home Sales @ :
Bradford Heights, Inc. :
Plaintiff :
: :
vs. : No. 02-1207-CD :
: :
William C. Albright and :
Janet M. Albright, :
Defendants : :
: :

NOTICE

TO: Community Home Sales @ Bradford Heights:

You are hereby notified to file a written response to the enclosed New Matter and Counterclaims within twenty (20) days from service hereof or a judgment may be entered against you.



Robin Jean Foor, Esquire
Attorney for
William & Janet Albright
MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
(814)765-9646

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

Community Home Sales @ :
Bradford Heights, Inc. :
Plaintiff :
vs. : No. 02-1207-CD
William C. Albright and :
Janet M. Albright, :
Defendants :
.

ANSWER AND COUNTERCLAIM

Defendants, William C. and Janet M. Albright, by and through their attorneys,
Robin Jean Foor, Esquire and MidPenn Legal Services, answer and counterclaim as
follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Denied. Defendants did not inform the plaintiff that they had an attorney.
10. Admitted in part. Denied in part. The defendants did not tell Clyde
McQuillen that the wheels were locked up.

11. Admitted in part. Denied in part. The defendants did not previously tell the plaintiff that they would not sign the title until their attorneys received the documents

12. Admitted.

13. Defendants have no information concerning the allegations in this paragraph.

14. Admitted.

15. Admitted.

NEW MATTER

16. The answers to paragraphs 1 through 15 are incorporated herein as if fully set forth.

17. Defendants never received any cash in reference to the personal note.

18. Defendants' understanding was that the money from the note was part of the the transaction to pay credit cards which were also listed in the installment sales contract.

19. The personal loan which is the basis of plaintiff's complaint was actually part of the transaction for the purchase of the 2000 mobile home.

20. The use of two loan documents in this transaction violates the Goods and Services Installment Sales Act, 69 P.S. 1101 et seq.

21. The installment sales contract for the mobile home does not include the figure of \$4,412.61 (four thousand four hundred and twelve dollars and sixty-one cents) as a down payment.

22. Defendants did not provide any cash in the transaction for the mobile home.

23. The installment sales contract shows a down payment of \$12, 568, (twelve thousand five hundred sixty eight dollars).

24. Defendants believe and therefore allege the fictitious down payment was an inducement to AmeriServ Financial to approve the extension of credit to the Defendants.

25. Defendants have a total monthly income of less than nine hundred dollars.

26. Defendants clearly were not able to pay the monthly payments on the mobile home loan and the personal loan totaling four hundred and fifty-six dollars (\$456) a month.

27. Defendants defaulted on the mobile home loan in September of 2001.

28. Defendants were ejected from the mobile home following a replevin action in May, 2002.

29. Defendants did sign over the title of their 1986 Commodore single wide mobile home to Plaintiff.

30. Defendants did not receive any cash for the mobile home.

31. Defendants were not credited with any trade-in allowance on the purchase agreement or installment sales contract.

32. Defendants believe and therefore allege that 1986 Commodore was sold by plaintiff to a third party.

33. The 86 Commodore 14' x 60' with two bedrooms was appraised for \$8000 (eight thousand dollars) approximately six months before the transaction.

34. The Purchase agreement for the 2000 Marletta mobile home, serial number T000474AB is inaccurate as it lists a non-existent down payment of 12, 568 (twelve thousand five sixty-eight dollars); no value is credited for the 1986 Commodore; there is a unexplained difference of over 20,000 (twenty thousand dollars) between the base price of the unit and the cash purchase price.

35. The inaccuracies in the Purchase agreement lead to an inaccurate amount listed as the amount financed on the Installment Sales Contract.

36. The finance charge and the annual percentage listed in the Installment Contract are also incorrect.

37. Defendants are in their sixties and have limited education.

38. At the time of the transactions, they had been evicted from the mobile home park where they had resided for five years.

39. The defendants have previously been rejected for credit to buy a new mobile home by another company.

40. Defendants were facing homelessness.

41. Defendants under such stress did not understand the misrepresentations in the Note, Purchase Agreement and the Installment Sales Contract.

COUNTERCLAIM I

42. The inaccuracies in these documents result in numerous violations of the Goods and Services Installment Sales Act, 69 P.S. 1101 et seq.

WHEREFORE, the defendants request the court to

a. prohibit the plaintiff from recovering any of service charge as defined in the act; and

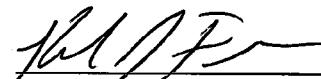
b. credit the defendants with any service charge which they have previously paid.

COUNTERCLAIM II

43. Defendants suffered significant damages as they were forced to move and pay set costs for there current mobile home.

44. Said damages are estimated to total less than \$10,000 (ten thousand dollars).

WHEREFORE, Defendants request this Court to award them monetary damages for their actual damages.



Robin Jean Foor
Attorney for William C. and
Janet M. Albright
MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
(814)765-9646

Community Home Sales @ Bradford Heights, Inc.

P. O. Box 657

WOODLAND, PENNSYLVANIA 16881

(412) 657-3120

PURCHASE
AGREEMENT

IN THIS CONTRACT, "BUYER" REFERS TO THE PERSON(S) WHO'S NAME APPEARS BELOW.

"SELLER" REFERS TO Community Home Sales @ Bradford Heights, Inc.

SUBJECT TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS PURCHASE AGREEMENT, SELLER AGREES TO SELL AND BUYER AGREES TO PURCHASE THE FOLLOWING "UNIT" WHICH MEANS THE MOBILE/MANUFACTURED HOME AND ANY ITEM OR ANY COMBINATION OF ITEMS AS DESCRIBED.

BUYER(S)	William C. Albright & Janet M. Albright	PHONE	814-342-5893	DATE	04/17/01
ADDRESS	R.R. #2, BOX 2, MORRISDALE, PA 15858	SALESPERSON	Erika Mann		
DELIVERY ADDRESS	Lot #105, Bell Lane, Bradford Heights, Woodland, PA 16881	YEAR	BD. ROOMS	FLOOR SIZE	HITCH SIZE
MAKE & MODEL	Mariette, Manor Hill	00	3	14'4" w24	14'4" w24
SERIAL NUMBER	T000474AB	COLOR	PROPOSED DELIVERY DATE		
		Tan/Green	04/17/01		

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION	BASE PRICE OF UNIT	\$ 30,573.00
CEILING	25		Fiberglass		
EXTERIOR	19		Fiberglass	OPTIONAL EQUIPMENT	
FLOORS	199		Fiberglass	SUB-TOTAL	\$ 34,524.00

THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND
IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE

16CRF, SECTION 460.16.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES				
Stone Skirting	\$ 1,315.00	NON-TAXABLE ITEMS	0.00	
2 Concrete Steps	536.00	VARIOUS FEES AND INSURANCE	0.00	
Compliance Seal-up	2,000.00	1. CASH PURCHASE PRICE	\$ 54,735.00	
		TRADE-IN ALLOWANCE	\$ 0.00	
		LESS BAL. DUE on above	\$ 0.00	
		NET ALLOWANCE	\$ 0.00	
		CASH DOWN PAYMENT	\$ 12,568.00	
		CASH AS AGREED SEE REMARKS	\$ 0.00	
		2. LESS TOTAL CREDITS	\$ 12,568.00	
		SUB-TOTAL	\$ 42,167.00	
		SALES TAX (If Not included Above)	0.00	
		3. Unpaid Balance of Cash Sale Price	\$ 42,167.00	

REMARKS:

CHS to pay off \$12,568.00 on a 30 year
credit card, consec.Sellers to transfer title of their
single wide to CHS.

BALANCE CARRIED TO OPTIONAL EQUIPMENT			\$
DESCRIPTION OF TRADE-IN	YEAR	SIZE	
MAKE	Model	BEDROOMS	
TITLE NO.	SERIAL NO.	COLOR	
AMOUNT OWING TO WHOM			

 BUYER SELLER WILL PAY THE DEBT OWED ON THE TRADE-IN.ALL OF THE PROVISIONS ON BACK OF THIS CONTRACT
ARE A PART OF THIS CONTRACT.

BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

Community Home Sales @ Bradford Heights, Inc.

SELLER

BUYER

Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

By

ETRIKA K. MANN Approved

SIGNED X *Janet K. Mann*SOCIAL SECURITY NO. *123-45-6789*SIGNED X *Janet K. Mann*SOCIAL SECURITY NO. *123-45-6789*

WILLIAM & JANET ALBRIGHT
CLOSING: APRIL 17, 2001

WILL BE PAYING OFF THE FOLLOWING AT CLOSING:

ACCOUNT:	BALANCE TO BE PAID OFF:
1. CAPITAL ONE Acct. No.: 4388 6418 5488 4207	\$ 193.00
2. National City P.O. Box 856153 Louisville, KY 40285-6153 Acct. No. 46-987-5732720335	\$4,823.00
3. Conseco Finance Dept. 0008 Palatine, IL 60055-008 Acct. No.: 6012 5092 5000 5504	\$1,965.00
4. Household Credit Services P.O. Box 81622 Salinas, CA 93912-1622 Acct. No. 5433-3900-0288-8791	\$ 811.00
5. Household Credit Services P.O. Box 81622 Salinas, CA 93912-1622 Acct. No. 5408-0100-0198-6344	\$4,776.00
TOTAL:	\$12,568.00

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
	2000/Marlette	14 x 14	Two-Master 4111	F000474AB

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:

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 Cash Downpayment, assigning the Trade-in, if shown above, 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 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.

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

Community Home Sales
Bradford Heights, Inc.

SELLER

BY Erica R. Mann Date 04/17/01

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.

BUYER William C. Albright (SEAL) Date 04/17/01

BUYER James M. Albright (SEAL) Date 04/17/01

CO-SIGNER'S AGREEMENT: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING 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.

(SEAL)

Co-Signer's Signature

Address

Date

(SEAL)

Co-Signer's Signature

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.

(SEAL)

Co-Owner's Signature

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

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

BANCONSUMER FORM PA 24-SLC (Rev. 4/00)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL • White • DEALER COPY • Canary • BORROWER/CO-SIGNER COPY • Pink • COPY • Goldeneb

• 2000 BANCONSUMER SERVICE, INC.

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

Community Home Sales @
Bradford Heights, Inc.,
Plaintiff

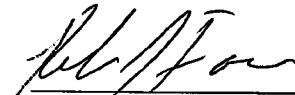
vs. : No.: 02-1207-CD

William C. Albright and
Janet M. Albright,
Defendants

CERTIFICATE OF SERVICE

I, Robin Jean Foor, hereby certify that on September 20, 2002, I mailed a true and correct copy of Defendants' Answer and Counterclaim by the US Postal Service, First Class Mail, postage prepaid to the following:

Community Home Sales
at Bradford Heights
RR # 2, Box 557
Woodland, PA 16881



Robin Jean Foor, Esquire
MIDPENN LEGAL SERVICES,
211 1/2 East Locust Street
Clearfield, PA 16830

FILED

SEP 20 2002

William A. Shaw
Prothonotary

FILED
OCT 11 2002
SEP 20 2002
20 2002

William A. Shaw
Prothonotary

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

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC.,
Plaintiff/Appellant

*
*
*
*
* **District Justice Appeal**
* Case No. 02-1207-CD
*

WILLIAM C. ALBRIGHT and
JANET M. ALBRIGHT,
Defendants/Appellee

*
* Type of Pleading:
* ANSWER TO NEW MATTER
* & COUNTERCLAIMS
*
* Filed on behalf of:
* PLAINTIFF
*

* Plaintiff's address:
* R.R. #2, Box 557
* Woodland, PA 16881
* (814) 857-8210
* (814) 857-8121 Fax
*

FILED

OCT 21 2002

William A. Shaw
Prothonotary

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

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC.,
Plaintiff/Appellant

*
*
*
*
*
District Justice Appeal
Case No. 02-1207-CD

WILLIAM C. ALBRIGHT and
JANET M. ALBRIGHT,
Defendants/Appellee

- * Type of Pleading:
- * REPLY TO NEW MATTER
- *

REPLY TO NEW MATTER

Plaintiff, Community Home Sales @ Bradford Heights, Inc., answer to New Matter and Counterclaims as follows:

17. Admitted.
18. Admitted in part and denied in part. It is admitted that the money from the personal note was in fact used to pay off remaining credit card debt. It is denied that the credit cards were listed on the Installment Sales Contract.
19. Denied. The personal note in question is not part of the original transaction to purchase the 2000 Marlette home.
20. Denied. There were two separate transactions
21. Admitted. The note eliminated high interest rate unsecured credit card debt, in lieu of lower interest rate secured credit card debt.
22. Admitted.
23. Admitted.

24. Denied. The down payment in question was in the initial set-up cost of the home, i.e., concrete pad, utility hook-ups, stone, earthwork, etc. The set-up costs involved was given to Defendants by Community Home Sales to be used for their down payment. Said down payment was approved by Dale Gabrielson at Ameriserve Financial.
25. Denied. Plaintiff has no knowledge of Defendants current monthly income. At the time of the transaction, attached hereto as Exhibit "A" are proof of income statements for the Social Security Administration showing a total monthly income for both Defendants of \$1,332.70.
26. Denied. Defendants fell within the typical monthly 40% debt to income ratio guidelines, therefore were able to qualify for financing from Ameriserve Financial.
27. Admitted.
28. Admitted. Based on verbal information from Defendants.
29. Admitted.
30. Admitted in part and denied in part. Defendants did not receive any cash for the single-wide, but did assume liability for moving the home which was deemed equivalent to its value.
31. Admitted. Defendants were not to be credited for the trade.
32. Admitted.
33. Plaintiff has no information concerning the allegations in this paragraph, nor does it have any relevance.
34. Denied. The down payment for the New Marlette home is in the total set-up cost of the unit based on actual costs. The consideration was that Community Home Sales would assume liability for moving the single-wide. The base price of the home is just that the base price, there are costs involved with complete set-up of just the home itself.
35. Denied. The calculations are correct and verifiable.

36. Denied. The finance charge and percentage rate listed on the Installment Sales Contract where provided by Ameriserve Financial, not Community Home Sales. Defendants where aware at the time of settlement what the interest rate and terms and conditions would be.
37. Admitted in part and Denied in part. It is admitted that Defendants are in the 50 to 70's range. Plaintiff has no information concerning the additional allegations in this paragraph.
38. Admitted in part and denied in part. Defendants verbally admitted to being evicted. At that time they owned the 1986 Commodore home and could have moved it to another mobile home park.
39. Plaintiff has no information concerning the allegations in this paragraph.
40. Denied. Defendants at that time owned the 1986 Commodore home that they resided in and could have moved it to another mobile home park.
41. Plaintiff has no information concerning the allegations in this paragraph.

COUNTERCLAIM I

42. Denied. The only information provided on the Installment Sales Contract by Community Home Sales was the purchase price and the down payment. Additional information on the Installment Sales Contract such as interest rate, etc. was provided by Ameriserve Financial.

COUNTERCLAIM II

43. Denied. Bradford Heights, Inc., the owned of the Development were the 2000 Marlette home was located never initiated any action regarding eviction against Defendants. Ameriserve Financial initiated eviction from the 2000 Marlette home due to a monetary default. Had Defendants had made their monthly payments there would have been no monetary default and there would have been no need to incur any additional charges.
44. Plaintiff has no information concerning the allegations in this paragraph.

Respectively submitted,



Plaintiff

Erika R. Mann
Manager/Community Housing Coordinator
Community Home Sales @ Bradford Heights, Inc.

VERIFICATION

I verify that the statements made in this Reply to New Matter 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.

Erika L Mann

**Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award**

Mid-Atlantic Program Service Center
300 Spring Garden Street
Philadelphia, Pennsylvania 19123-2992
Date: April 6, 2001
Claim Number: 206-30-8476B

JANET M ALBRIGHT
RR 2 BOX 22A1
MORRISDALE, PA 16858-9302
.....

You are entitled to monthly spouse's benefits beginning May 2001.

What We Will Pay And When

- You will receive \$177.00 for May 2001 around June 1, 2001.
- After that you will receive \$177.00 on or about the third of each month.
- These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.

Work And Earnings Affect Payments

The monthly earnings test applies only to 1 year. That year is the first year a beneficiary has a non-work month after entitlement to Social Security benefits. Our records show that you had or will have at least one non-work month in 2001. If you ever go to work, we will pay benefits for each year based on your work and earnings for that year.

Other Social Security Benefits

Benefits are not payable on your own record because you have not worked long enough under Social Security. To qualify, you need credit for 40 calendar quarters of work. You now have 13. If you earn the additional quarters, please contact any Social Security office.

The benefit described in this letter is the only one you can receive from Social Security. If you think that you might qualify for another kind of Social Security benefit in the future, you will have to file another application.

Enclosure(s):
Pub 05-10077
Pub 05-10072
Pub 05-10058

C

See Next Page

"6.1.1.1. " 1.

**Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award**

Mid-Atlantic Program Service Center
300 Spring Garden Street
Philadelphia, Pennsylvania 19123-2992
Date: April 6, 2001
Claim Number: 206-30-8476A

WILLIAM C ALBRIGHT
RR 2 BOX 22A1
MORRISDALE, PA 16858-9302

You are entitled to monthly retirement benefits beginning May 2001.

What We Will Pay And When

- You will receive \$316.00 for May 2001 around June 1, 2001.
- After that you will receive \$316.00 on or about the third of each month.
- These and any future payments will go to the financial institution you selected. Please let us know if you change your mailing address, so we can send you letters directly.

Work And Earnings Affect Payments

The monthly earnings test applies only to 1 year. That year is the first year a beneficiary has a non-work month after entitlement to Social Security benefits. Our records show that you had or will have at least one non-work month in 2001. If you ever go to work, we will pay benefits for each year based on your work and earnings for that year.

Other Social Security Benefits

The benefit described in this letter is the only one you can receive from Social Security. If you think that you might qualify for another kind of Social Security benefit in the future, you will have to file another application.

Your Responsibilities

Your benefits are based on the information you gave us. If this information changes, it could affect your benefits. For this reason, it is important that you report changes to us right away.

Enclosure(s):
Pub 05-10077
Pub 05-10058

See Next Page

**Social Security Administration
Supplemental Security Income
Notice of Change in Payment**

Date: November 27, 2000
Claim Number: 175-34-8760 DI

228
JANET ALBRIGHT
KR2 BX 22A1
MORRISDALE PA 16858-9302
.....

0005

We are writing to tell you about changes in your Supplemental Security Income payments. The rest of this letter will tell you more about this change.

Information About Your Payments

- The amount due you beginning January 2001 will be \$839.70. This amount includes \$43.70 from the State of Pennsylvania.
- The amount due you is being raised because the law provides for an increase in Supplemental Security Income payments in January 2001 if there was an increase in the cost-of-living during the past year.

Things To Remember

- You may use this letter when you need proof of your SSI payment amount for other assistance programs such as food stamps, rent subsidies, energy assistance, medical assistance, bank loans, or for other purposes. However, if you get another letter saying your SSI payment is changing again, use that letter instead.
- We may share information about you with other government agencies that pay benefits. Agencies use such information to see if a person qualifies for benefits. We sometimes use computer matching to share information and compare our records with those of other Federal, State, or local government agencies. The law allows us to use computer matching even if you do not agree.

If You Disagree With The Decision

If you disagree with the decision, you have the right to appeal. We will review your case and consider any new facts you have.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.

DATE: APRIL 6, 2001

DEALER: COMMUNITY HOME SALES/BRADFORD HEIGHTS INC.

CUSTOMER: WILLIAM AND JANET ALBRIGHT

DATE OF APPROVAL: APRIL 6, 2001

The mobile home application for the above customer has been approved in the amount of \$42,165.00 at a fixed rate of 8.49 % for a term of 240 months.

The credit approval is valid for sixty (60) days while the rate is guaranteed for thirty (30) days from the approval date. After thirty (30) days, the loan must be closed at the current interest rate established by the lender. After sixty (60) days the credit application MUST be updated and resubmitted since changes in credit standing, employment, etc., may affect the lender's original decision.

The credit approval is subject to receipt of the following:

NA Copy of two most recent paystubs for the applicant and, if applicable, the co-applicant (s) and co-signer (s)

NA Last two years 1040's with all schedules

NA Written verification of employment

NA Verification of payment in full of the following accounts:

Other:

LOAN OFFICER: 

PENNSYLVANIA
MOBILE HOME INSTALLMENT SALE CONTRACT WITHOUT REAL ESTATE Dated April 17, 2001, Account # 1234567890

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>12,568.00</u> .
0.40 %	\$ 45,047.20	\$ 62,209.50	\$ 80,356.00	\$ 100,724.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
240	\$ 257.52	Monthly, beginning <u>03-26-01</u>
	\$	

Filing Fees: \$ 5.00

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.

Assignment: 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 estimateIn this Contract, Guaranty Home Sales are 0 Bradford Heights, SELLER.Name William C. Albright
you are William C. Albright
BUYER(S). William C. AlbrightName(s) William C. Albright
PURCHASES 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 inform all agreements in this Contract.

ADE-II:

I have traded in Cougar/1996 the following vehicle:Year and Make 1996 Cougar Description 2000 Ford
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 as the "Lien Payoff" in the "Itemization of Amount Financed".

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	Term	Other
Physical Damage Ins.	Term	Mos. (Describe) \$ Term Mos.
Comprehensive on	Term	Other
Mobile Home	Term	Mos. (Describe) \$ Term Mos.
Fire and	Term	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. not be provided for the term of the credit. not be provided for months.If you select Single Credit Life Insurance, What is your age? 45 Years 10 Years
which costs \$ 15.00

Signature of Buyer to be insured for Single Credit Life Insurance

I 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

2000/Enclosure 64 x 124

Sun-Honor Hill T000474AB

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOBILE HOME AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price	\$ 65,735.00
Cash Downpayment	\$ 12,568.00
Trade-In	\$ 12,568.00
Value of Trade-In	\$
Lien Payoff To:	\$
	\$

Unpaid Cash Price Balance	\$ 42,167.00
To Credit Insurance Company	\$

To Property Insurance Company	\$
To Public Officials for:	\$

License, Tags and Registration	\$ 22.50
Lien Fee	\$ 5.00

To <u>Penalty National</u>	\$ 15.00
To	\$

To	\$
To	\$

Paid to others on your behalf (We may be retaining a portion of these amounts)	\$
Amount Financed	\$ 62,209.50

Finance Charge	\$ 45,047.20
	\$ 45,047.20

FILED 3cc

01/17/02
PFF
Oct 21 2002

William A. Shaw
Prothonotary

WAS



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-1207-CD

Community Home Sales & Bedford Heights vs. William Albright et al

Dear Community Home Sales & Bedford Heights:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before **November 17, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholick".
David S. Meholick
Court Administrator

A circular stamp with the word "FILED" at the top and "SEP 12 2005" in the center, with a small "U" at the bottom right.
SEP 12 2005

William A. Sney
Prothonotary/Clerk of Court



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-1207-CD
Community Home Sales & Bedford Heights vs. William Albright et al

Dear Robin Jean Foor, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".
David S. Meholic
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Community Home Sales and Bedford Heights

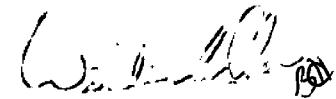
Vs.

02-1207-CD

William and Janet Albright

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005



William A. Shaw
Prothonotary/Clerk of Courts