

02-1359-CD
AQUA FINANCIAL FUNDING, vs. RODNEY CONKLIN

AQUA FINANCIAL
FUNDING, L.P.,
Plaintiff,

vs.

RODNEY CONKLIN,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 02-1359-CD

Type of Document:

Complaint

Filed on Behalf of:

Aqua Financial Funding, L.P., Plaintiff

Attorney for Plaintiff:

Stephen H. Hutzelman, Esquire
Shapira, Hutzelman, Berlin, & May
305 West Sixth Street
Erie, PA 16507
(814)452-6800
PA ID#06541

FILED

AUG 29 2002

William A. Shaw
Prothonotary

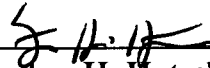
AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 :
vs. : CASE NO.
 :
RODNEY CONKLIN, :
Defendant. :

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641, EXT. 5982**

By: 
Stephen H. Hutzelman, Esquire
Shapira, Hutzelman, Berlin, & May
305 West Sixth Street
Erie, PA 16507
(814) 452-6800

AQUA FINANCIAL	:	IN THE COURT OF COMMON PLEAS
FUNDING, L.P.,	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
	:	
vs.	:	CASE NO.
	:	
RODNEY CONKLIN,	:	
Defendant.	:	

COMPLAINT

And now, comes the Plaintiff, Aqua Financial Funding, L.P., by and through its counsel, Shapira, Hutzelman, Berlin, & May, and files this Complaint against the Defendant, Rodney Conklin, a statement of which is as follows:

1. The Plaintiff, Aqua Financial Funding, L.P., is a limited partnership, which regularly conducts business in the Commonwealth of Pennsylvania, with a place of business in St. Paul, Minnesota, and a mailing address of P.O. Box 64051, St. Paul, Minnesota, 55764-0051.

2. The Defendant, Rodney Conklin, is an adult individual residing at R.D. #1, Box 50, West Decatur, Pennsylvania, 16878.

3. On July 2, 1997, Culligan and the Defendant entered into a Credit Application and Retail Installment Contract and Security Agreement, whereby Culligan agreed to provide the Defendant certain equipment for water treatment and Defendant agreed to pay the total sum of \$4,987.08, for the same with 84 monthly payments of \$59.37. Said Agreement was assigned to Aqua Finance, Inc. by assigned contained within the Agreement. Said Agreement was later sold to Aqua Financial Funding, L.P., as evidenced by a copy of a letter sent to the Defendant dated November 6, 1997. Attached hereto as Exhibits "A" and "B" are copies of

the Credit Application and Retail Installment Contract and Security Agreement and correspondence sent to the Defendant dated November 6, 1997.

4. The Defendant is in default under the terms of the Retail Installment Contract and Security Agreement, having failed to make any payments thereon since July, 2000.

5. The total amount due and owing to the Plaintiff is \$3,082.60, including interest at the rate of 18% per annum through August 26, 2002.

6. According to the terms of the Retail Installment Contract and Security Agreement, the Plaintiff is entitled to collect interest at the rate of 18% per annum.

7. According to the terms of the Retail Installment Contract and Security Agreement, the Plaintiff is entitled to collect reasonable attorney's fees or 25% the amount due or \$770.65.

8. The goods provided to the Defendant were in fair and marketable condition.

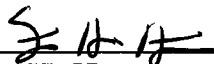
9. The amounts charged for the goods were fair and reasonable for goods of that time.

10. The Plaintiff has demanded and continues to demand payment of the same, but the Defendant has refused and continues to refuse to pay the same.

WHEREFORE, Plaintiff demands Judgment in the amount of \$3,082.60, attorney's fees of \$770.65, interest at the rate 18% per annum, interest according to law, and the costs of the action.

RESPECTFULLY SUBMITTED,

SHAPIRA, HUTZELMAN, BERLIN, & MAY



BY: Stephen H. Hutzelman, Esquire
305 West Sixth Street
Eric, PA 16507
(814)452-6800
PA ID# 06541

Dated: August 21, 2002

Culligan Card Program

A married person may apply for individual credit, you are applying for:

- ☐ **JOINT CREDIT**, with another person, complete entire application
☒ **INDIVIDUAL CREDIT**, complete only individual section
☐ **INDIVIDUAL CREDIT**, but relying on income of another, complete entire application

INFORMATION ABOUT YOURSELF (Please Type or Print)

2829.00

First Name Rodney Middle E Last Name Couklin Sr.
Home Telephone (814) 342-5001 Social Security Number 187-54-9566 Date of Birth 11/3/60
Current Address RD 1 Box 50 Apt. # 16878
City West Decatur Pa. State 16878 Zip Code 16878 Since? Month/Year 16 yrs.
Buyer/Owner? ☐ Rent/Lease? ☐ Other/Misc.? ☐

Previous Address (if less than two years at present) Apt. #

City Bob R. Couklin Jr. State Brother Zip Code
Nearest Relative Not Living With You Relationship

Current Address RD 1 Box 58G Apt. #
City West Decatur State 16878 Zip Code 814 342-3610 Home Telephone

EMPLOYMENT INFORMATION

Employer Kitko Wood Products Position App Sewer Operator
Since? Month/Year 1 mo Gross Monthly Income 1300.00 Business Telephone 814 672-3606
Previous Employer Reese Dimensions From (month/year) 8 yrs. To (month/year) May 87 - Nov 87

FINANCIAL INFORMATION

Additional Monthly Income* Source No
Do You Have a Checking Account? Y/N Savings Account? Y/N
* Note: Alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis of paying this obligation.

Complete for JOINT CREDIT or if you are a MARRIED WISCONSIN RESIDENT or INDIVIDUAL CREDIT (but relying on income of another)

Joint Applicant's First Name Middle Last Name
Social Security Number Date of Birth
Current Address Apt. #
City State Zip Code
Home Telephone Since? Month/Year
Joint Applicant's Employer Position
Business Telephone Gross Monthly Income Since? Month/Year

Sales Person Bob Rodolph
Assoc # 017 Merch # 96180

NOTICE TO WISCONSIN APPLICANTS: YOU MUST DISCLOSE YOUR MARITAL STATUS:

- ☐ Married ☐ Unmarried ☐ Legally Separated
If you are a married Wisconsin applicant, you must provide your spouse's information as indicated, even though your spouse may not be signing this contract.

For married Wisconsin Applicant: You acknowledge that the obligation described herein is being incurred in the interest of your marriage or family.

(Applicant's Signature)

CREDITCARE® INSURANCE PROTECTION PLAN

(AL, CA, LA, MO, NY, OK, PA, TX, VA, and WI excluded) - R.C.

Protect your Revolving Credit Account with CreditCare:

You understand that the CreditCare coverage described herein is optional and not required to obtain credit. Rates and conditions are described in the CreditCare Insurance Election. If Joint Coverage is selected; Joint Applicant is covered by life only.

Yes! You want CreditCare Insurance on your new Culligan Card Program Account.

Please Sign Below: Both applicants must sign if Joint CreditCare is elected.

Single CreditCare (Applicant's Signature)

Joint CreditCare (Applicant's Signature)

(Joint Applicant's Signature)

APPLICANT(S) SIGNATURE REQUIRED BELOW

All of the information furnished on this application is, to the best of your knowledge, complete and accurate. We may check any of the information from whatever source we choose, including obtaining a credit bureau report on you. From time to time we may provide information about your Account to Culligan or our affiliates. Credit information obtained by us in connection with your Account may be provided to our affiliates. You agree that this information may be used by our affiliates to determine whether you qualify for other credit offers. By completing and signing this application you request a Card issued by us which will allow you to make purchases under this Account. By a) signing, using or permitting others to use the Credit Card; b) signing or permitting others to sign sales slips; or c) making or permitting others to make telephone purchases, you agree to the terms and conditions of this Cardholder Agreement and Disclosure Statement, Form 6022-965-39-US-02 (3/97) stated on both sides of this combined Application and Agreement, which are incorporated herein by reference. If we do not approve this application, you authorize us to provide this application to other lenders including Aqua Finance, Inc. or one of its affiliates (Home Office 6701 W. Stewart Ave., P.O. Box 844, Wausau, WI 54402-0844, which will treat it as an application for a separate credit product offered by such lender. You grant the other lender the right to request a consumer credit report on you and authorize the other lenders to check your credit and employment history. You understand that if approved: 1) the terms of an account from such other lender including the rate of Finance Charge and repayment terms would be different from the agreement originally provided to you with this application; 2) no credit insurance will be available from such other lender, even if you have authorized credit insurance coverage on this application; and 3) you will need to sign a credit agreement with the lender if you are approved for this financing and agree to the terms offered. You have read and received a copy of your Agreement before making any purchase under this Account. Terms are attached.

X Rodney E. Couklin Sr. 7-1-97
Applicant's Signature Date

Joint Applicant's Signature Date

*Other Person's Signature Date

*OTHER PERSON: Individual credit, but relying on income of another person. All of the information furnished on this application is, to the best of your knowledge, complete and accurate. We may check any of the information from whatever source we choose, including obtaining a credit bureau report on you.

Household Bank (Nevada), National Association

By: Susan G. Gleason
Susan G. Gleason, Executive Director

STORE USE ONLY:

Applicant's ID (Type and Number) Expires

Applicant's Second ID (Type and Number) Expires

Joint Applicant's ID (Type and Number) Expires

Joint Applicant's Second ID (Type and Number) Expires

Authorization Number Name of Person Obtaining Verification and #

ACCOUNT #:
6022-965-39-US-02 (3-97) US 413991

EXHIBIT

A

52808

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller <u>Colligan</u>	Buyer <u>Rodney Conklin</u>
	Address <u>1801 Valley View Blvd</u>	Address <u>RD 1 Box 50</u>
	<u>Altitude, Pa 16602</u>	<u>West Decatur, Pa 16878</u>
No. Date <u>7-2-97</u>	Seller means the Seller above and anyone to whom the Seller transfers this Contract.	
	Buyer means each Buyer above.	

SALE: Buyer agrees to purchase the goods (Goods) and/or services described below from Seller. Buyer agrees to purchase the Goods and/or services from Seller on the terms of this contract and security agreement (Contract). Buyer understands that Seller is selling Buyer the Goods in their present condition.

Description of Goods or Services <u>Water Conditioning</u>	Serial or Unit No. <u>Mark 100</u>	Motor or Cabinet No. <u>So 57minder</u>	Price of Each Unit <u>1574.79</u>
Description of Other Collateral (Not household goods) <u>Neutralizer</u>			<u>1252.50</u>

PROMISE TO PAY AND PAYMENT TERMS: Buyer promises to pay Seller the principal amount of \$ 2827.23. Buyer agrees to pay finance charges on the unpaid balance at 18 % per year from today's date until maturity. Finance charges accumulate on a 365 day basis.

After maturity or after Buyer breaks any of the terms of this Contract or after a court judgment, Seller will earn interest on the unpaid balance at 18 % per year. Buyer agrees to make payments and to pay late charges as provided in the

TRUTH IN LENDING DISCLOSURES. Buyer also agrees to pay any additional amounts according to this Contract's terms.

DOWN PAYMENT: Buyer agrees to pay or apply to the Cash Price, by the date of this Contract, any cash, rebate and net trade-in value described in the **ITEMIZATION OF AMOUNT FINANCED**. ☐ Buyer agrees to make payments over an extended period of time or at a future date as part of the cash down payment as shown in the payment schedule in the **TRUTH IN LENDING DISCLOSURES**.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Buyer's credit as a yearly rate. <u>18</u> %	FINANCE CHARGE The dollar amount the credit will cost Buyer. <u>\$2659.85</u>	AMOUNT FINANCED The amount of credit provided to Buyer or on Buyer's behalf. <u>\$2827.23</u>	TOTAL OF PAYMENTS The amount Buyer will have paid when Buyer has made all scheduled payments. <u>\$4987.08</u>	TOTAL SALE PRICE The total cost of Buyer's purchase on credit, including Buyer's down payment of <u>\$2827.23</u>
Payment Schedule: Buyer's payment schedule is				
Number of Payments <u>84</u>	Amount of Payments <u>59.37</u>	When Payments Are Due <u>30-45 days from date of contract (Monthly) August 2nd</u>		
Security: Buyer is giving Seller a security interest in <input checked="" type="checkbox"/> the Goods purchased. <input type="checkbox"/> (description of other property).				
<input checked="" type="checkbox"/> Late Charge: If a payment is more than <u>10</u> days late, Seller will charge Buyer <u>5.00</u>				
Prepayment: If Buyer pays off this Contract early, Buyer will not have to pay a penalty.				
Contract Provisions: Buyer can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties.				

BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in or is securing this sale.

SECURITY: To secure Buyer's payment and performance under this Contract, Buyer gives Seller a security interest in the Goods purchased and any other collateral described above. Buyer also gives Seller a security interest in all accessions, attachments, accessories, and equipment installed or placed in or on the Goods or other collateral. Seller refers to the Goods and any other collateral as Property. Buyer also gives Seller a security interest in the proceeds of any sale of the Property. Seller's interest will not extend to consumer goods unless Buyer acquires rights to the goods within 10 days after Seller enters into this Contract or the goods are installed in or affixed to the Goods.

CREDIT INSURANCE: Credit life insurance and credit accident and health insurance are not required to obtain credit. Buyer will not receive credit life insurance and credit accident and health insurance unless Buyer signs and agrees to pay the additional premium. If Buyer wants such insurance, we will obtain it for Buyer (if Buyer qualifies for coverage). We are quoting below ONLY the coverages Buyer has chosen to purchase. See Notice of Proposed Insurance on page 2.

Credit Life Insured
☐ Single ☐ Joint Premium \$ _____ Term _____

Credit Accident and Health Insured
☐ Single ☐ Joint Premium \$ _____ Term _____

Name of Insurance Company: _____
 Buyer wants the credit insurance coverages indicated above.

ITEMIZATION OF AMOUNT FINANCED

Goods and/or Services Price (including sales tax of \$ <u>2827.23</u>)	\$ <u>2827.23</u>
Extended Service Contract	\$ _____
Cash Price	\$ <u>2827.23</u>
Less: Manufacturer's Rebate	\$ _____
Cash Down Payment	\$ _____
Extended Down Payment	\$ _____
Total Cash Down	\$ _____
Description of Trade-In	_____
Trade-In Allowance	\$ _____
Less: Amount Owning	\$ _____
To:	_____
Net Trade-In	\$ _____
Total Down Payment	\$ _____
Unpaid Balance of Cash Price	\$ <u>2827.23</u>
(Cash Price Less Down Payment)	\$ _____

CREDIT INSURANCE: Credit life insurance and credit accident and health insurance are not required to obtain credit. Buyer will not receive credit life insurance and credit accident and health insurance unless Buyer signs and agrees to pay the additional premium. If Buyer wants such insurance, we will obtain it for Buyer (if Buyer qualifies for coverage). We are quoting below ONLY the coverages Buyer has chosen to purchase. See Notice of Proposed Insurance on page 2.

Credit Life: Insured _____
☐ Single ☐ Joint Premium \$ _____ Term _____
Credit Accident and Health: Insured _____
☐ Single ☐ Joint Premium \$ _____ Term _____

Name of Insurance Company: _____
 Buyer wants the credit insurance coverages indicated above.

Buyer _____ d/a/b _____ Buyer _____ d/a/b _____

PROPERTY INSURANCE: Buyer must insure the Property securing this Contract. Buyer may provide the insurance through existing policies. Buyer may also provide the insurance by purchasing it through any insurance company allowed by law to do business in Pennsylvania.

The deductible amount for the insurance may not exceed \$ _____. If Buyer gets insurance from or through Seller, Buyer will pay \$ _____ of coverage.

The property insurance premium is calculated as follows:

☐ Fire-Theft and Combined Additional Coverage \$ _____
☐ \$ _____ Deductible \$ _____
☐ \$ _____ Deductible \$ _____

The property insurance must protect against loss and physical damage. Buyer must name Seller as beneficiary on the insurance policy. Seller may require additional security before Seller allows Buyer to use insurance proceeds to repair or replace the Property. Buyer will pay all amounts that insurance does not cover.

If Buyer fails to obtain or keep insurance or to name Seller as beneficiary, Seller may obtain insurance to protect Seller's interest in the Property. Seller will add the cost of insurance to the amount Buyer owes Seller. Any amount Seller pays for insurance is due immediately and will earn interest at the rate charged after maturity.

Goods and/or Services Price
 (including sales tax of \$ 2827.23) \$ 2827.23
 Extended Service Contract* \$ _____
Cash Price \$ 2827.23
 Less: Manufacturer's Rebate \$ _____
 Cash Down Payment \$ _____
 Extended Down Payment \$ _____
Total Cash Down \$ _____
 Description of Trade-In _____
 Trade-In Allowance \$ _____
 Less: Amount Owing \$ _____
 To: _____
 Net Trade-In \$ _____
Total Down Payment \$ _____
Unpaid Balance of Cash Price \$ 2827.23
 (Cash Price Less Down Payment)
 Paid to Public Officials \$ _____
 Insurance Premiums* \$ _____
 Filing Fee \$ _____
 To: \$ _____
 To: \$ _____
Total Other Charges \$ _____
 (Including Amounts Paid to Others on Buyer's Behalf)
 Less: Prepaid Finance Charges \$ _____
Amount Financed \$ 2827.23
 *Seller may retain or receive a portion of this amount

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces.
 (2) You are entitled to a completely filled-in copy of this agreement.
 (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIVING A COPY OF THIS CONTRACT.

Buyer:

x Robyn Goldin 7-2-97
 Signature Date

Signature Date

Seller: Colligan
 By Bob Rudolph Date 7-2-97

TRANSFER: Seller transfers this Contract to Aqua Finance INC.
 (Transferee) ☒ with legal liability ☐ without legal liability
 under the terms of the TRANSFER BY SELLER section.
 Seller: _____
 By Colligan Date 7-2-97

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

TOTAL SALE PRICE: Seller gave Buyer the opportunity to purchase the Goods and/or services for the Cash Price or the **Total Sale Price**. The **Total Sale Price** is the total price of the Goods and/or services if you buy them over a period of time. Buyer is purchasing the items over a period of time.

The **Total Sale Price** shown in the **TRUTH IN LENDING DISCLOSURES** assumes that Buyer will make all payments as scheduled. Buyer may actually pay more or less depending on when Buyer makes payments.

Seller charges and collects finance charges. These charges are not more than state or federal law allows. If Buyer pays a finance charge or fee that is more than state or federal law allows, Seller will apply the charge or fee first to reduce the principal and refund any excess to Buyer.

Buyer understands and agrees that some payments to third parties as a part of this Contract may involve money retained by Seller or paid back to Seller as commissions or other remuneration.

PREPAYMENT: Buyer may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payment until Buyer pays this Contract in full. Buyer may obtain from Seller or the insurance company named in Buyer's policy or certificate of insurance a refund of any prepaid, unearned insurance premiums.

BUYER'S RESPONSIBILITIES TOWARDS PROPERTY:

Buyer agrees to do the following:

- A. Buyer will defend Seller's security interest in the Property against anyone who claims to have an interest in the Property. Buyer will do whatever is necessary to keep Seller's claim to the Property ahead of the claim of anyone else. Seller's claim to the Property comes ahead of the claim of any of Buyer's other creditors. Buyer agrees to sign any additional documents and to provide Seller with any additional information Seller may require to protect Seller's security interest in the Property.
- B. Buyer will keep the Property in Buyer's possession and in good condition. Buyer will only use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, Buyer will keep the Property at Buyer's address listed on this Contract.
- C. Buyer will not put the Property up for sale without written permission from Seller. Buyer will not transfer any rights in the Property without first getting Seller's written permission. Buyer will not permit the Property to become attached to any real estate without first providing Seller an opportunity to preserve Seller's first priority status.
- D. Buyer will pay taxes, fees and expenses on the Property when due.
- E. Buyer will notify Seller of any loss or damage to the Property. Buyer will provide Seller reasonable access to the Property for the purpose of inspection. Seller may lawfully enter and inspect the Property.

BREAKING THE TERMS OF THIS CONTRACT: Buyer will have broken the terms of this Contract if Buyer fails to keep any promise made in connection with this sale.

If Buyer breaks any of the terms of this Contract, Buyer

public disturbance. Seller may sell the Property. Seller may apply amounts Seller receives as provided by law to Seller's reasonable expenses and then to Buyer's obligations.

- E. Except when prohibited by law, Seller may sue Buyer for additional amounts if the proceeds of a sale do not pay all amounts Buyer owes Seller.

Seller may take any or all of the actions described above. Seller's decision not to take any of the actions does not mean that Seller has lost the right to take any of the actions in the future.

Seller will mail to Buyer's last known address any required notice of an intended acceleration of payment or an intended sale or transfer of the Property. Buyer agrees that notice is reasonable if mailed to Buyer's last known address, as reflected in Seller's records. Buyer agrees that notice mailed ten days before the intended sale or transfer (or such other period of time required by law) is reasonable.

Buyer agrees that Seller may take personal property left in or on the Property subject to Buyer's right to recover the personal property.

RESUMING CONTRACT: If Seller has taken back the Property, Seller will give Buyer notice of Buyer's right to cure. This notice will be sent by certified mail to Buyer's last known address. Seller may return this Contract to its former status and return the Property to Buyer. Seller will return this Contract if Buyer pays all past due installments, interest Buyer currently owes, plus any other charges or amounts lawfully due to Seller under this Contract with 21 days of the date of receipt of the notice. Only one cure notice must be given in any 12 month period.

Buyer agrees to pay for the costs of a lawsuit, if Seller takes the Property through legal action. At the time Seller takes the Property, Buyer must pay the reasonable expenses for taking, repairing, and storing the Property as allowed by law.

EACH AND EVERY BUYER RESPONSIBLE: Each Buyer who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. Buyer is responsible for paying amounts owed under this Contract even if another Buyer has signed this Contract.
- B. Seller may hold any Buyer responsible for paying this Contract, even if Seller chooses to give up Seller's right to hold any other Buyer responsible.
- C. Seller may give up Seller's interest in the Property and each Buyer is still responsible for paying this Contract.
- D. If Seller gives up any of Seller's rights, it will not affect Buyer's responsibility to pay this Contract.
- E. If Seller extends new credit or renews this Contract, it will not affect Buyer's responsibility to pay this Contract.

WARRANTY: Warranty information is provided to Buyer separately.

NOTICE OF PROPOSED INSURANCE: The Signer(s)

If there is more than one Buyer and any one of the Buyers breaks any agreement made in this Contract, Seller may exercise Seller's rights against each Buyer or all Buyers.

SELLER'S RIGHTS: If Buyer breaks any of the terms of this Contract, Seller may exercise any or all of Seller's rights under law and this Contract:

- A. Seller may require Buyer to pay Seller immediately, the remaining balance of the amount financed, finance charges and all other agreed charges.
- B. Seller may pay taxes, fees, expenses, or charges on the Property or make repairs to the Property if Buyer has not done so. Seller is not required to do so. Seller will add any amount Seller pays to the amount Buyer owes Seller. This amount is due immediately. This amount will earn interest from the date Seller paid it at the rate that applies after maturity.
- C. Seller may require Buyer to make the Property available to Seller at a place Seller designates that is reasonably convenient to Buyer and Seller.
- D. Seller may immediately take back the Property by lawful means. In taking the Property, Seller may not unlawfully enter onto buyer's premises or cause a

coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

TRANSFER BY SELLER

This section of this Contract allows Seller to transfer this Contract to a third party. This section does not apply to Buyer.

Seller transfers to the party listed in the **TRANSFER** section on this Contract (Transferee) all of Seller's rights, title and interest in this Contract. Seller gives Transferee power, either in Transferee's own name or in Seller's name, to take all actions which Seller could have taken under this Contract.

Seller assures Transferee of the following.

- A. This Contract represents a sale by Seller to Buyer.
- B. The statements contained in this Contract are true and correct.
- C. Buyer paid the down payment exactly as stated.
- D. The sale was completed in accordance with all applicable federal and state laws and regulations.
- E. This Contract is valid and enforceable.
- F. The names and signatures on this Contract are true and correct.
- G. This Contract is not subject to any claims or defenses on the part of Buyer.
- H. Seller delivered a completely filled-in copy of this Contract to Buyer at the time Buyer signed this Contract.
- I. Seller delivered the Goods to Buyer in good condition and Buyer accepted the Goods.

If any of these assurances are broken or untrue, Seller will, upon Transferee's request, repurchase this Contract from Transferee. Seller will repurchase this Contract in cash in the amount of the unpaid balance, including interest, plus the expenses of Transferee, including attorneys' fees.

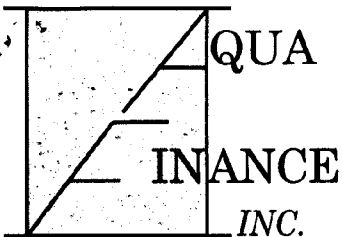
Seller will repay Transferee for any loss sustained by it because of a court ordered deduction of the amount Buyer owes Transferee. Seller will repay Transferee for any loss sustained by it as the result of a recovery made against Transferee.

Seller gives up its rights to notice of acceptance of this Transfer, non-payment, non-performance, or any other notice from Transferee.

Transferee may change the terms of this Contract with Buyer and any other person obligated under this Contract. Transferee may do so without notice to Seller and without affecting the legal responsibilities of Seller under this Transfer.

WITH LEGAL LIABILITY: If this Transfer is made "with legal liability" as indicated in the **TRANSFER** section on this Contract, Transferee takes this Transfer with certain legal rights against Seller. Seller agrees that if Buyer fails to pay or perform according to the terms of this Contract, Seller will, at Transferee's request, repurchase this Contract. Seller will repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

WITHOUT LEGAL LIABILITY: If this Transfer is made "without legal liability" as indicated in the **TRANSFER** section on this Contract, Transferee takes this Transfer without liability to Seller except as provided above.



Robert D. Chadwell – President

November 6, 1997

Dear Valued Customer:

You are hereby notified that Aqua Finance, Inc. ("Aqua Finance") has sold the installment sale and security agreement (the "Loan") for your water treatment system to Aqua Financial Funding, Limited Partnership (the "Partnership"), and that, concurrently, with such sale to the Partnership, the Loan has been pledged by the Partnership to Texas Commerce Bank National Association, as trustee of the Aqua Installment Contract Trust.

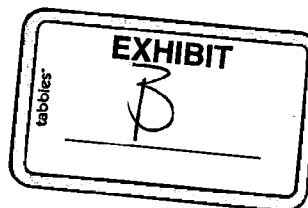
Aqua Finance will continue to service this Loan on behalf of the Partnership. Therefore, unless otherwise notified by Texas Commerce Bank National Association, all payments and inquiries should continue to be directed to:

Aqua Finance, Inc.
PO Box 64051
St. Paul, MN 55164-0051

Aqua Finance, Inc.

Robert D. Chadwell

Robert D. Chadwell



P.O. Box 844 : Wausau, WI 54402-0844
(715) 848-5425 : FAX (715) 848-6220

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE

:
:
: SS.

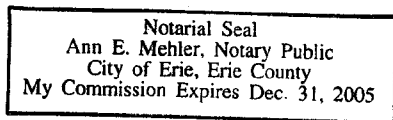
Before me, a Notary Public, in and for the said County and State, personally appeared **STEPHEN H. HUTZELMAN**, who, being duly sworn according to law, deposes and says that he is the attorney for the party required to make this affidavit in the within case, that he is duly authorized to make this affidavit, and that the facts contained in the within document are true and correct to the best of his knowledge, information and belief. This affidavit is being supplied for the purpose of convenience and an affidavit of the party will be supplied upon demand.

2.12.15

Sworn and subscribed before me this

26th day of August, 2002

Ann E. Mehler



FILED

Pls: 31-81
AUG 29 2002

Atty. Gen. 80.00

1 cc Atty

1 cc SAs

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12980

AQUA FINANCIAL FUNDING

02-1359-CD

VS.

CONKLIN, RODNEY

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 9, 2002 AT 9:57 AM DST SERVED THE WITHIN COMPLAINT
ON RODNEY CONKLIN, DEFENDANT AT RESIDENCE, RT #1 BOX 50, WEST
DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MAXINE
CONKLIN, WIFE A TRUE AND ATTESTED COY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
30.15	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

013:08 BH
NOV 13 2002 E

William A. Shaw
Prothonotary

Sworn to Before Me This

13th Day Of November 2002

W. A. Shaw

Deputy Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Sgt. Maury Hamr

Chester A. Hawkins
Sheriff

AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 : CASE NO. 02-1359-CD
vs. :
 :
RODNEY CONKLIN, :
Defendant. :

PRAECIPE FOR A DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment in favor of the Plaintiff and against the Defendant for failure to file an Answer within the time prescribed by law and assess the Defendant for damages in the amount below:

Amount claimed in Plaintiff's Complaint	\$3,082.60
Interest at the rate of 18% per annum from 8/21/02	\$136.80
Attorney's Fees/Collection Costs	\$770.65
TOTAL	\$3,990.05

Plus Court Costs of record.

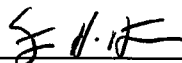
FILED

NOV 22 2002

William A. Shaw
Prothonotary

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

By: 

Stephen H. Hutzelman, Esquire
305 West Sixth Street
Erie, PA 16507
PA ID #06541
(814) 452-6800

Dated: November 19, 2002

AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 : CASE NO. 02-1359-CD
vs. :
 :
RODNEY CONKLIN, :
Defendant. :

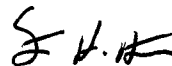
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF ERIE :

I, STEPHEN H. HUTZELMAN, being duly sworn according to law, depose and say
as follows:

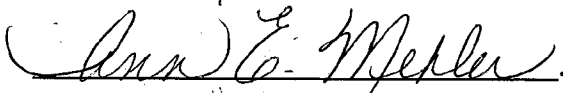
1. That I am the attorney for the Plaintiff in the above-captioned matter.
2. The Defendant(s) in the above entitled case is/are not engaged in the
military service of the United States of America.
3. The last known address of the Defendant(s) is/are:

Mr. Rodney Conklin
R.D. #1, Box 50
West Decatur, PA 16878



Stephen H. Hutzelman, Esquire
Attorney for Plaintiff

Sworn and subscribed before me this
19th day of Nov, , 2002.



Notarial Seal
Ann E. Mehler, Notary Public
City of Erie, Erie County
My Commission Expires Dec. 31, 2005

AQUA FINANCIAL
FUNDING, L.P.,
Plaintiff,

vs.

RODNEY CONKLIN,
Defendant.

: IN THE COURT OF COMMON PLEAS
:
:
:
:
:
:
:
:
:
:

CASE NO. 02-1359-CD

Dated: November 5, 2002

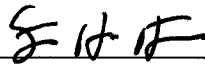
TO: Mr. Rodney Conklin
R.D. #1, Box 50
West Decatur, PA 16878

NOTICE

YOU ARE HEREBY IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE, UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE, OR IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 EXT. 5982

BY: _____


Stephen H. Hutzelman, Esquire
305 West Sixth Street, Erie, PA 16507
(814) 452-6800

This is to certify that the within notice was mailed to the above-named Defendant(s) by first class, postage prepaid mail on the date stated above.

BY: _____


Stephen H. Hutzelman, Esquire
Attorney for Plaintiff

FILED

NOV 22 2002
M 1:48 PM
William A. Shaw
Prothonotary

Notice to Jeff
C
Jeff + Sam

AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 : CASE NO. 02-1359-CD
vs. :
 :
RODNEY CONKLIN, :
Defendant. :

NOTICE OF SERVICE OF INTERROGATORIES TO DEFENDANT

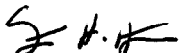
TO THE PROTHONOTARY:

Notice is hereby given that the Plaintiff, by and through his/her/its counsel, Stephen H. Hutzelman, Esquire, 305 West Sixth Street, Erie, Pennsylvania, 16507, served Interrogatories for Discovery in Aid of Execution to Defendant by sending the original and two (2) copies thereof on the Defendant, postage prepaid mail on the 19th day of November, 2002, at the following address:

Mr. Rodney Conklin
R.D. #1, Box 50
West Decatur, PA 16878

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

BY: 
Stephen H. Hutzelman, Esquire
305 West Sixth Street
Erie, PA 16507
(814) 452-6800
PA ID# 06541

Dated: November 19, 2002

AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 : CASE NO. 02-1359-CD
vs. :
 :
RODNEY CONKLIN, :
Defendant. :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ERIE :

Comes now, Stephen H. Hutzelman, Esquire, being duly sworn, deposes and says that he is the Attorney for the Plaintiff, CHRISTELLA THOMAS, in the above matter and that on the 19th day of November 2002, he served or caused to be served the original and two (2) copies of the Interrogatories for Discovery of Assets in Aid of Execution via first class, postage prepaid mail on the following:

Mr. Rodney Conklin
R.D. #1, Box 50
West Decatur, PA 16878

Stephen H. Hutzelman
Stephen H. Hutzelman, Esquire
SHAPIRA, HUTZELMAN, BERLIN, & MAY
305 West Sixth Street
Erie, PA 16507
(814)452-6800

Sworn and subscribed before me this
19th day of Nov., 2002

Ann E. Mehler

Notarial Seal
Ann E. Mehler, Notary Public
City of Erie, Erie County
My Commission Expires Dec. 31, 2005

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

Aqua Financial Funding, L.P.
Plaintiff(s)

No.: 2002-01359-CD

Real Debt: \$3990.05

Atty's Comm:

Vs.

Costs: \$

Int. From:

Rodney Conklin
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 22, 2002

Expires: November 22, 2007

COPY

Certified from the record this 22nd day of November, 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

AQUA FINANCIAL : IN THE COURT OF COMMON PLEAS
FUNDING, L.P., : OF CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff, :
 : CASE NO. 02-1359-CD
vs. :
 :
RODNEY CONKLIN, :
Defendant. :

To: Mr. Rodney Conklin
R.D. #1, Box 50
West Decatur, PA 16878

COPY

Please be advised that judgement has been entered against you in the amount
of \$3,990.05, interest at the rate of 18% per annum from November 19, 2002,
interest according to law, and the costs of this action on the 22nd day of
November, 2002.



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