

02-1678-CD
COUNTY NATIONAL BANK VS. LOUIS R. DEGRECORIO, etal

COUNTY NATIONAL BANK, a : IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation, :
Plaintiff :
v. : OF CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL DIVISION - LAW
LOUIS R. DEGREGORIO and JOYCE :
A. DEGREGORIO, husband and :
wife, :
Defendant : NO. 02-1078-05

N O T I C E

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

Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

FILED

OCT 25 2002

William A. Shaw
Prothonotary

COUNTY NATIONAL BANK, a : IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation, :
Plaintiff :
v. : OF CLEARFIELD COUNTY, PENNSYLVANIA
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LOUIS R. DEGREGORIO and JOYCE :
A. DEGREGORIO, husband and :
wife, :
Defendant : NO.

C O M P L A I N T

AND NOW, comes the plaintiff, County National Bank, by and through its attorneys, Ely & Smith, and files the following Complaint:

1. The plaintiff, County National Bank, is a corporation, organized and existing under the Laws of the State of Pennsylvania, with a principal place of business at P.O. Box 42, Clearfield, PA 16830.

2. The defendants, Louis R. Degregorio and Joyce A. Degregorio, are husband and wife, presently residing at R.R. 1, Box 235, Driftwood, PA 15832.

3. On or about the 25th day of November, 1996, the defendants, Louis R. Degregorio and Joyce A. Degregorio, entered into a Closed End Lease Agreement with County National Bank, a copy of said Closed End Lease Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

4. By accepting a 1997 Ford F150, defendants agreed to be bound by the terms and conditions of the Closed End Lease Agreement.

5. Defendants are in default of the Closed End Lease Agreement by failing to make payments when due and, as of the 7th day of July, 2000, defendants are indebted to plaintiff in the principal amount of \$10,199.53 plus \$2,855.87 in unpaid interest. A copy of a statement of defendant's account is attached hereto as plaintiff's Exhibit "B" and made a part hereof.

6. Plaintiff, after date set forth in paragraph 5, regularly sent statements to defendants which were received by the defendants without exception so as to constitute an account stated.

7. Despite numerous demands for payment, defendants have steadfastly failed and refused to pay plaintiff the total amount due and owing of \$13,055.40.

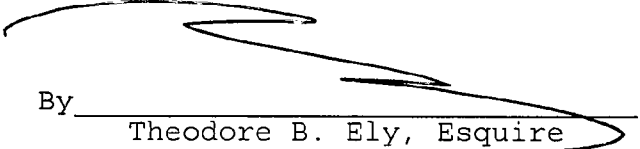
9. Plaintiff has performed any and all conditions precedent to recovery.

WHEREFORE, plaintiff demands judgment against the defendants, Louis R. Degregorio and Joyce A. Degregorio, in the amount of \$13,055.40 together with interest at the rate of 6% per annum from July 7, 2000 and costs of suit.

Respectfully Submitted,

ELY & SMITH

By



Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814)455-1381

TRIAL BY JURY OF
TWELVE IS DEMANDED

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LOUIS R. DEGREGORIO and JOYCE :
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Defendant : NO.

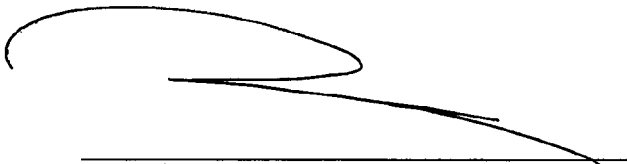
A F F I D A V I T

STATE OF PENNSYLVANIA

ss.

COUNTY OF ERIE

Theodore B. Ely, Esquire being duly sworn according to law, deposes and says that he is the attorney for the plaintiff, County National Bank, that the plaintiff has its principal place of business outside the jurisdiction of the Court of Common Pleas of Erie County, Pennsylvania, and that the facts set forth in the foregoing complaint are true and correct to his information, knowledge and belief, said information, knowledge and belief being based on facts and information being supplied to him by the plaintiff. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Theodore B. Ely, Esquire
Attorneys for the Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

133507

REQUEST FOR COLLECTIONS

DATE: 02/19/01

AGENCY: USA ENTERPRISES, INC.

LOAN NUMBER: 189

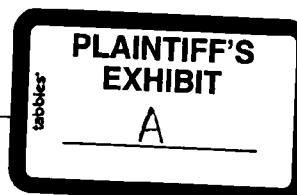
TYPE: LEASE

BORROWER: Louis R. Degregorio
150-24-7264
Joyce A. Degregorio
146-38-6212
RR 1, Box 235
Driftwood, PA 15832

AGENCY FEE: 0.28

| | |
|------------------|--------------|
| Original Date | 11/25/96 |
| Original Amount | \$ 23,077.80 |
| Date Charged Off | 07/07/00 |
| Principle Bal | \$ 10,199.53 |
| Int Due* | \$ - |
| Sub-total | \$ 10,199.53 |
| Coll Costs | \$ 2,855.87 |
| Sub-total | \$ 13,055.40 |
| Legal Fees | |
| Total | \$ 13,055.40 |
| | |

* as of above date



LOUIS R. DEGREGORIO
JOYCE A. DEGREGORIO
RR 1, BOX 235

150-24-7264
146-38-6212

LEASE

DRIFTWOOD, PA 15832

1997 FORD F150 TRUCK
OFFICER #102/ADS

| | | |
|-------------|----------|------|
| Prepared By | Initials | Date |
| Approved By | | |

© WILSON JONES G7203 GREEN 7203 BUFF

| | | | |
|----|------------------------------|------------------------|-------------------|
| | ORIG. DATE: 11/25/96 | ORIG. AMT. \$23,077.80 | ORIG. #0000000189 |
| | MAT. DATE: 11/25/01 | TERM: 60 MONTHS | |
| 1 | | | |
| 2 | 04/07/00 WRITEDOWN | | 7,955.63 |
| 3 | 07/07/00 ADD LOSS AFTER SALE | 2,243.90 | 10,199.53 |
| 4 | | | |
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COUNTY NATIONAL BANK
BOX 42
EARFIELD, PA 16830
(814) 765-9621

0000000189

LEASE DATE: NOV. 25, 1996

CLOSED END LEASE AGREEMENT

| | |
|---|--|
| LESSEE (and CO-LESSEE) Including Address, County and Zip Code LOUIS R DEGREGORIO JOYCE A DEGREGORIO RR 1 BOX 235 DRIFTWOOD PA 15832 | LESSOR: (Dealer Name and Address) ELK FORD LINCOLN MERCURY, INC. 864-868 S. ST. MARYS ST. MARYS PENNSYLVANIA 15857 |
|---|--|

This is an agreement to lease the Vehicle described below. This is a lease only. This is not a purchase agreement. You do not own the Vehicle. "You" and "Your" refer to Lessee and any Co-Lessee. "We," "Us" and "Our" refer to Lessor named above.

"Assignee" refers to COUNTY NATIONAL BANK to whom this Lease is assigned.

"Lease" refers to this Lease Agreement.

By signing this Lease, you agree to all terms and conditions on the front and back of this Lease. Be sure to read the entire Lease before you sign.

| | | | | | | | |
|--------------------|--|-------------|-----------------------|------------------|--------------------------------------|--|----------------------------|
| DESCRIPTION | New or Used | Year | Make and Model | Body Type | Vehicle Identification Number | Primary Use | Mileage on Odometer |
| | NEW | 1997 | FORD F150 | TK | 1FTDX18W7VNB64254 | <input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Agricultural | 377 |
| | Including: <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Stereo Tape <input type="checkbox"/> Cruise Control <input type="checkbox"/> Power Windows <input type="checkbox"/> Power Seats <input type="checkbox"/> Sunroof Other Equipment: _____ | | | | | | |
| | Describe Optional Service Contract or Extended Warranty: _____ Mileage limit: _____ Term: _____ If you do not pay the cost of any service contract or extended warranty at Lease signing, the price will be subject to Lease Charges. | | | | | | |

| | | | |
|---|---|---|---|
| 1. PAYMENT DUE AT LEASE SIGNING \$ <u>883.63</u> These amounts make up the Payment Due at Lease Signing: (a) Cash \$ <u>n. a.</u> (b) Net Trade-In Allowance \$ <u>n. a.</u> (c) Other (describe) \$ <u>n. a.</u> (d) First Monthly Payment in Advance \$ <u>384.63</u> (e) Refundable Security Deposit \$ <u>400.00</u> (f) Title Fee \$ <u>15.00</u> (g) Registration Fee \$ <u>39.00</u> (h) Lien/Document Fee \$ <u>45.00</u> (i) Sales Tax on Cash Down \$ <u>n. a.</u> (j) Acquisition Fee \$ <u>n. a.</u> (k) Rental/Use Tax \$ <u>n. a.</u> (l) Other (describe) \$ <u>n. a.</u> (m) Other (describe) \$ <u>n. a.</u> | 2. NUMBER OF MONTHLY PAYMENTS <u>60</u> | 7. TOTAL ESTIMATED FEES AND TAXES PAYABLE DURING LEASE \$ <u>2004.60</u> These amounts make up the total: (a) Title Fees \$ <u>15.00</u> (b) Registration Fees \$ <u>39.00</u> (c) Lien/Document Fee \$ <u>45.00</u> (d) Sales Taxes \$ <u>n. a.</u> (e) Excise Taxes \$ <u>n. a.</u> (f) Rental/Use Taxes \$ <u>1905.60</u> (g) Personal Property Taxes \$ <u>n. a.</u> (h) Other (describe) \$ <u>n. a.</u> | |
| 3. MONTHLY PAYMENT \$ <u>384.63</u> These amounts make up the Monthly Payment: (a) Base Monthly Payment \$ <u>352.87</u> (b) Rental/Use Tax \$ <u>31.76</u> (c) Personal Property Tax \$ <u>n. a.</u> (d) Other (describe) \$ <u>n. a.</u> (e) Other (describe) \$ <u>n. a.</u> | | 4. TOTAL OF MONTHLY PAYMENTS \$ <u>23077.80</u> | 8. PURCHASE OPTION at scheduled Lease end: \$ <u>15576.60</u> plus any related official fees and taxes. |
| | | 9. LATE CHARGE If you do not pay a Monthly Payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. | 10. EXCESS MILEAGE CHARGE (a) Beginning Mileage on Odometer <u>377</u> miles (b) Base Mileage Allowance <u>75000</u> miles (The Base Mileage Allowance is in addition to the beginning mileage on the odometer.) (c) Total Allowed Mileage on Odometer ((a) + (b)) <u>75377</u> miles (d) There is an excess mileage charge of <u>.10</u> \$ per mile for each mile on the odometer above the Total Allowed Mileage on Odometer. See Item 16 of this Lease for more information on excess mileage. |
| | | 11. INSURANCE REQUIRED VEHICLE INSURANCE. You must buy and maintain Public Liability Insurance and Physical Damage Insurance. The policies must be acceptable to us. The policies must not exclude or restrict coverage when you are the driver. The policies must not exclude or restrict coverage when the driver is someone you will allow to | |

ADDITIONAL TERMS

OF LOSS. You will have the risk of loss of the vehicle once you take possession of it. You will immediately notify us and your insurance company of any event of loss, theft or accident.

PAYMENTS FOR VEHICLE DAMAGE. If the vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of judgment, a settlement, or the like, we will treat the funds as insurance proceeds. We will be entitled to these proceeds under Item 11(a), "Required Vehicle Insurance."

0. INSPECTION. You agree to allow us to inspect the vehicle at any reasonable time and place. If we ask to inspect the vehicle, you will tell us the location of the vehicle.

1. ASSIGNMENT BY THE LESSOR. When this Lease is made, Lessor will assign this Lease and sell the Vehicle to County National Bank. After assignment, County National Bank will service this Lease. You must make all payments under this lease to County National Bank.

2. PROHIBITION OF TRANSFER OF LESSEE'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. IF YOU ASK, WE MAY, BUT DO NOT HAVE TO, GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

3. INDEMNITY. You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You

agree to indemnify and hold harmless us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

34. SECURITY INTEREST. You will secure the payment of all sums due and the performance of all required obligations under this agreement by granting us a security interest in your equity in the above described Vehicle, all parts attached to the Vehicle and service contract proceeds, cancellation refund or other rights under the contract if its cost is included in the total monthly payment.

35. GOVERNING LAW & JURISDICTION. This Lease Agreement shall be governed by the Laws of Pennsylvania. Jurisdiction and venue shall rest in the Court of Common Pleas of Clearfield County, PA, for all suits, claims and other matters.

36. SOLE AGREEMENTS. This Lease Agreement and any Exhibits represent the sole agreement of the parties and supersedes all prior agreements, communications, representations and negotiations, whether oral or written.

37. AMENDMENTS. This Lease Agreement can only be modified or amended by the prior written consent of the Assignee and Lessee.

38. CONSTRUCTION. This Lease Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

39. SURVIVAL. If any portion, term, covenant or provision of this Agreement shall be declared null, void or unenforceable for any reason, the parties agree that the balance of the Lease Agreement shall remain in full force and effect.

AUTHORITY TO SIGN. If this Lease is signed by more than one Lessee, all such Lessees are jointly and severally liable to County National Bank for the payment of all money and performance of all duties and obligations set forth in this Lease. If the Lessee is a Corporation, Partnership or Proprietorship, the person(s) signing this Lease on behalf of the business entity warrants that s/he has full power and authority from the entity to sign this Lease and obligate the business.

DELIVERY RECEIPT. By signing this Lease, you agree that (1) you received and examined the Vehicle described in this Lease, (2) the Vehicle is as described in this Lease, and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease contains the entire agreement between you and us relating to the lease of the Vehicle. Any change to the terms of this Lease must be in writing and signed by you and us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this Lease without losing them.

Lessee (and Co-Lessee) initials: ST HARYS PA

NOTICE TO LESSEE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT ST HARYS PA ON 11 25 96
(City) (State) (Mo.) (Day) (Yr.)

LESSOR: [Signature] CO-LESSEE: [Signature]

Lessor accepts this Lease and assigns all right, title, and interest in this Lease to the party identified on the other side as the intended initial Assignee, under the terms of the Lease Dealer Agreement as in effect from time to time with that Assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased Vehicle to COUNTY NATIONAL BANK as the intended initial Assignee under the terms of the Dealer Agreement.

EIK Ford Lincoln Mercury [Signature]
Lessor (Dealer) By Title
[Signature] 11-29-96
Assignee (Bank) Date

| | | |
|--|--------------------|--|
| \$ <u>384.63</u> | \$ <u>23077.80</u> | |
| These amounts make up the Monthly Payment: | | |
| (a) Base Monthly Payment | \$ <u>352.87</u> | |
| (b) Rental/Use Tax | \$ <u>31.76</u> | |
| (c) Personal Property Tax | \$ <u>n. a.</u> | |
| (d) Other (describe) | \$ <u>n. a.</u> | |
| (e) Other (describe) | \$ <u>n. a.</u> | |
| Lease Charges: The total of the Base Monthly Payments includes depreciation charges and Lease Charges. Total Lease Charges are \$ <u>7666.20</u> | | |
| 5. PAYMENT SCHEDULE | | |
| Your first Monthly Payment is due when you sign this Lease on <u>11/25/96</u> (Mo.) (Day) (Yr) | | |
| Your other <u>59</u> Monthly Payments are due on the <u>25th</u> day of each month, beginning <u>12/25/96</u> (Mo.) (Day) (Yr) | | |
| This Lease is scheduled to end 1 month after the last payment is due. | | |
| 6. OFFICIAL FEES AND TAXES. You agree to pay all fees and charges for titling, registering, licensing, testing, and inspecting the Vehicle that any government authority requires during the term of this Lease. You agree to pay all taxes related to the Lease or the Vehicle that are levied on you, the Vehicle, or us. We will include the taxes you must pay in the Payment Due at Lease Signing or in your Monthly Payment. We may change your Monthly Payment for increases or decreases in taxes, including increases or decreases that result from a change in the Vehicle's location for tax purposes. | | |

(d) There is an excess mileage charge of 1 per mile for each mile on the odometer above the Total Allowed Mileage on Odometer.

See Item 16 of this Lease for more information on excess mileage.

11. INSURANCE

REQUIRED VEHICLE INSURANCE. You must buy and maintain Public Liability Insurance and Physical Damage Insurance. The policies must be acceptable to us. policies must not exclude or restrict coverage when you are the driver. The policy must not exclude or restrict coverage when the driver is someone you will allow to drive the Vehicle or someone who is likely to drive the Vehicle. We require no other types of insurance.

The Public Liability Insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injuries to any one person; and \$300,000 for bodily injuries to any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident. The policy must show COUNTY NATIONAL BANK as loss payee and additional insured.

The Physical Damage Insurance must have deductibles of no more than \$500 for collision and upset loss, and \$500 for comprehensive fire and theft loss. The policy must show COUNTY NATIONAL BANK as loss payee and additional insured.

You may buy the required insurance from any insurance company acceptable to us. You agree to provide proof of insurance to us upon request. If you do not buy the required insurance, we may buy it for you and add the cost to your obligation under the Lease. We may require you to pay the cost of that insurance upon demand. We may store the Vehicle at your expense until coverage is obtained, or we may terminate this Lease.

USING AND TAKING CARE OF THE VEHICLE

12. WARRANTY AND EXCLUSION OF WARRANTY. You understand that the only manufacturer's express warranty to which the Vehicle is subject is the standard manufacturer's warranty on the Vehicle. You must abide by the duration and remedy limitations of this warranty. We are giving you a warranty that the Vehicle will conform to the description in this Lease. You have an extended warranty or service contract if you arranged for one with this Lease and the extended warranty or service contract is still in force (See the Vehicle Description box above for a description of any extended warranty or service contract.)

THERE ARE NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

13. USE

You agree that you will not:

- (a) allow unlicensed drivers to drive the Vehicle.
- (b) use or allow the Vehicle to be used illegally or contrary to the provisions of any applicable insurance policy.
- (c) use or allow the Vehicle to be used improperly, for hire, or as a public conveyance, taxi, school bus, driver training, ambulance, police car.
- (d) use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations.
- (e) remove the Vehicle from the United States, except for trips to Canada of less than 60 days.
- (f) alter, mark, or install equipment in the Vehicle without our written consent.
- (g) expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, regardless of whether the Vehicle was the subject of formal judicial or administrative proceedings.
- (h) use the Vehicle to haul flammable or explosive materials.
- (i) remove the Vehicle from the state where it was first titled and registered for a period exceeding 30 days without our prior written consent.

14. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance, repair, and operating expenses. You will provide for all operating expenses including the cost of gas, oil, and replacement tires for the Vehicle.

You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedule. You agree to follow the manufacturer's instructions for any recall campaign. If you do not maintain or repair the Vehicle or pay all other expenses as this Lease requires, we may do so and add the cost to your obligation under this Lease. We may require you to pay this cost upon demand.

15. EXCESS WEAR. You agree not to expose the Vehicle to excess wear and tear but do so and you do not buy the Vehicle at the end of the lease term, you agree to pay an amount that it would cost to make all of the repairs to the Vehicle due to excess wear and tear whether or not we, at our sole discretion, actually make the repairs.

Excess wear and tear includes: (a) glass that is cracked, scratched, pitted, or chipped that you have tinted; (b) dented or scratched body, fenders, metal work, lights, trim, or paint; (c) mismatched paint or any identification mark; (d) missing equipment that was on the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (e) missing or unsafe wheels or tires (including spare; snow tires are acceptable); (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) any tire not part of a matching set of five tires or four if Vehicle was originally equipped with a spare doughnut tire; (h) torn, damaged, or stained dash, floor covers, headliners, upholstery, interior work, or trunkliners; (i) any mechanical damage or condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unusual manner; (j) any other damage, whether or not covered by insurance; (k) inoperable mechanical parts, including power accessories.

16. EXCESS MILEAGE. At the scheduled end of the Lease, you agree to pay any excess mileage charge (Item 10(d)) if you DO NOT buy the Vehicle. The excess mileage charge will not exceed the purchase option price of the Vehicle shown in Item 8. See Item 26 for excess mileage charge due upon early termination. At the end of the lease, we will not give you a credit for any portion of the Base Mileage Allowance (see Item 10(b)) you did not use.

17. FINES, LIENS AND ENCUMBRANCES. You agree to keep the Vehicle free of all liens, and encumbrances. If you do not promptly pay any fines or remove any liens or encumbrances, we may do so. You will owe us any amounts we pay to do so plus a \$10.00 for each time we pay a fine on the Vehicle during the lease.

18. RETURN ITEMS. If any check or other item you send in payment of your obligation is returned unpaid for any reason, you agree to pay us a Return Item Fee of \$25.00.

TIME _____
OFFICER REFERRAL _____
APPLICATION RECEIVED BY _____
(CNB)

11/12/96
TIME OF RESPONSE _____
ACTION: ☒ APPROVED *Tony Shore* ☐ DENIED
If unable to obtain credit from any source, Dealer must furnish customer with Statement of Credit Denial.

☐ INDIVIDUAL ACCOUNT ☐ JOINT ACCOUNT ☐ INDIVIDUAL ACCOUNT RELYING ON OTHER SOURCE/PERSON FOR INCOME

APPLICANT
Louis R DeGregorio 12-24-32
FULL NAME D.O.B.
RR 1 Box 235
ADDRESS
Driftwood PA 15832
CITY/STATE
150-24-7204 546-2467
SOCIAL SECURITY NUMBER TELEPHONE
☐ OWN HOME ☐ RENT: _____
(MORTGAGEE OR LANDLORD)

EMPLOYMENT
Wedgewood Restaurant / DeGregorio's Catering
EMPLOYED BY YEARS
Manager / owner
POSITION/JOB TITLE
ADDRESS
Emporium PA 15834
CITY/STATE

INCOME
YOUR MONTHLY NET INCOME *6650.00*
OTHER INCOME: _____
ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE NEED NOT BE REVEALED IF YOU DO NOT WISH TO HAVE IT CONSIDERED AS A BASIS FOR REPAYING THIS OBLIGATION.

I (we) certify that the above statements are true, accurate, and complete to the best of my (our) knowledge and belief and are given for the purpose of obtaining credit. You or your assigns or any agency employed by either of you shall be privileged to make any investigations concerning me and concerning the above inquiries and to disclose to each other and to any other interested parties the results of such investigations of your experience with my account. This application shall remain the property of the bank whether the credit is granted or not.

APPLICANT'S SIGNATURE _____ DATE _____

VEHICLE DESCRIPTION
MSRP (if new) \$ _____
1997 Ford F150
YEAR MAKE MODEL
MILEAGE (Used) 82000 Ford L1H OTHER INFO.
DEALER NAME
Sue Parks 834-7234
DEALER REPRESENTATIVE TELEPHONE

FOR THE QUICKEST RESPONSE, REQUEST THE "DEALER HOTLINE" AT ANY OF THESE COUNTY NATIONAL OFFICES:
Main Office 765-9621 Madera 378-8641
FAX 765-4511 FAX 378-7145
Old Town Road 765-2817 Osceola Mills 339-6681
FAX 765-6046 FAX 339-7414
Philipsburg 342-4000 St. Marys 834-1600
FAX 342-0870 FAX 834-1614

JOINT APPLICANT
Joyce A DeGregorio 5-17-47
FULL NAME D.O.B.
RR 1 Box 235
ADDRESS
Driftwood PA 15832
CITY/STATE
146-38-10212 546-2467
SOCIAL SECURITY NUMBER TELEPHONE
☐ OWN HOME ☐ RENT: _____
(MORTGAGEE OR LANDLORD)

EMPLOYMENT
Wedgewood Restaurant / DeGregorio's
EMPLOYED BY YEARS
Manager / Cook
POSITION/JOB TITLE
ADDRESS
Emporium PA
CITY/STATE

INCOME
YOUR MONTHLY NET INCOME _____
OTHER INCOME: _____
ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE NEED NOT BE REVEALED IF YOU DO NOT WISH TO HAVE IT CONSIDERED AS A BASIS FOR REPAYING THIS OBLIGATION.

JOINT APPLICANT'S SIGNATURE _____ DATE _____

ITEMIZATION OF AMOUNT FINANCED
1. Cash Price (excluding Sales Tax) \$ _____
2. Down Payment Computation
Description of Trade-In: YEAR _____ MAKE _____
MODEL _____ MILEAGE _____ OTHER _____
(a) Gross Trade-in Allowance \$ _____
(b) Pay-Off (if any) \$ _____
(c) Net Trade-In (a minus b) \$ _____
(d) Cash Down Payment \$ _____
(e) Total Down Payment (c plus d) \$ _____
(f) Rebates and/or Discounts \$ _____
(g) Total All Credits (e plus f) \$ _____
3. Unpaid Balance of Cash Price (1 minus 2 (g)) \$ _____
4. Other Charges
(a) To Insurance Companies \$ _____
(b) To Public Officials \$ _____
(c) Extended Warranties \$ _____
(d) _____ \$ _____
5. Subtotal (3 plus 4 (a) through 4(d)) \$ _____
6. _____ \$ _____
7. Amount Financed \$ _____
No. of Mos. _____ Rate _____

See lease worksheet
Lease App -

FILED
OCT 25 2002
M/1:46
2002

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13219

COUNTY NATIONAL BANK

02-1678-CD

VS.

DEGREGORIO, LOUIS R. & JOYCE A.

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 28, 2002, MICHAEL CHMELAR, SHERIFF OF CAMERON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON LOUIS R. DEGREGORIO AND JOYCE A. DEGREGORIO, DEFENDANTS.

NOW NOVEMBER 23, 2002 SERVED THE WITHIN COMPLAINT ON LOUIS R. DEGREGORIO AND JOYCE A. DEGREGORIO, DEFENDANTS BY DEPUTIZING THE SHERIFF OF CAMERON COUNTY. THE RETURN OF SHERIFF CHMELAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATNIG THAT HE SERVED BOTH COPIES ON JOYCE A. DEGREGORIO.

Return Costs

| Cost | Description |
|------------------|------------------------------|
| 35.35 | SHFF. HAWKINS PAID BY; ATTY. |
| 52.55 | SHFF. CHMELAR PAID BY: ATTY. |
| 20.00 | SURCHARGE PAID BY; ATTY. |
| <u>\$ 107.90</u> | |

FILED

013:58 PM
JAN 27 2003

William A. Shaw
Prothonotary

Sworn to Before Me This

27th Day Of Jan 2003

William A. Shaw

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

So Answers,

Chester A. Hawkins

My Moulton
Chester A. Hawkins
Sheriff

13219

AFFIDAVIT OF SERVICE

County National Bank

VS

Louis R. DeGregorio and Joyce A. DeGregorio

No. 02-1678-CD Term _____

Complaint

Returnable within _____ days
from date of service hereof.

Now November 23rd, 2002, at 12:00 O'clock PM

Served the within Complaint On Joyce A. DeGregorio

At her place of business, Mr. Dee's Hot Dog Hut, Emporium, PA 15834

By personally handing to and leaving with her

A true and attested copy of the original Complaint and made known to

Her the contents thereof.

Sworn to before me this 25th

So answers

Day of November A.D. 2002

Maureen A. Casey
PROTHONOTARY

City Commission Expires
1st Monday, Jan. 2006

Maureen A. Casey
Prothonotary.

[Signature]
Sheriff.

AFFIDAVIT OF SERVICE

County National Bank

VS

Louis R. DeGregorio and Joyce A. DeGregorio

No. 02-1678-CD Term

Complaint

Returnable within days
from date of service hereof.

Now November 23rd, 2002, at 12:00 O'clock PM

Served the within Complaint On Joyce A. DeGregorio, on behalf
of Louis R. DeGregorio

At her place of business, Mr. Dee's Hot Dog Hut, Emporium, PA 15834

By personally handing to and leaving with her

A true and attested copy of the original Complaint and made known to
Her the contents thereof.

Sworn to before me this 25th

Day of November A.D. 2002

PROTHONOTARY
My Commission Expires
1st February, 2006

Mary Grace Brady
Deputy Prothonotary.

So answers

[Signature]
Sheriff.



**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Robert Snyder
CHIEF DEPUTY
Cynthia Aughenbaugh
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 02-1678-CD

VS

DOCUMENT TO BE SERVED:
COMPLAINT

LOUIS R. DEGREGORIO
& JOYCE A. DEGREGORIO

SERVE BY: 11/24/02

MAKE REFUND PAYABLE TO: SEND BILL FOR YOUR COSTS

SERVE: LOUIS R. DEGREGORIO and JOYCE A. DEGREGORIO

ADDRESS: RR#1 Box 235, Driftwood, Pa. 15832

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CAMERON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 28th Day of OCTOBER 2002.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 02-1678-CD

NOTICE

TO: Louis R. DeGregorio
Mr. Dee's Hot Dog Hut
Emporium, PA 15834

DATE OF NOTICE: June 3, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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. 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

Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED
m11:05-BH
JUN 3 2003
No cc
EKB

W. J. Shaw
JUN 3 2003

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 02-1678-CD

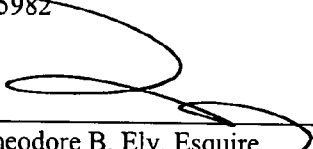
NOTICE

TO: Joyce A. DeGregorio
Mr. Dee's Hot Dog Hut
Emporium, PA 15834

DATE OF NOTICE: June 3, 2003

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APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT
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Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED
m/1:05 PM
JAN 10 2004
NO CC
Ked

WILLIAM A. SHERMAN
JAN 10 2004

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
: NO. 02-1678-CD

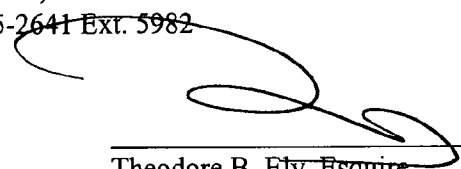
NOTICE

TO: Louis R. DeGregorio
R.R. 1, Box 235
Driftwood, PA 15832

DATE OF NOTICE: June 3, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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. 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:

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Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED
JUN 10 2003
m/1105 Btl
CC
Ely

RECEIVED
JUN 10 2003
CIVIL DIVISION

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
: NO. 02-1678-CD

NOTICE

TO: Joyce A. DeGregorio
R.R. 1, Box 235
Driftwood, PA 15832

DATE OF NOTICE: June 3, 2003

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APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE
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Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982

Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED NO CC
m/11:05
JUN 03 2003
E/121
Theodore B. Ely, Esquire
Attorneys for Plaintiff

COUNTY NATIONAL BANK, A
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife,
Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
: NO. 02-1678-cd

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

1. Enter default judgment against defendants for failure to plead within twenty (20) days of service of the complaint and for failure to plead within ten (10) days of notice of praecipe for entry of default judgment in the amount of \$13,055.40 together with interest at the rate of 6% per annum from July 7, 2000 and costs of suit.

2. Undersigned counsel hereby certifies that written notice of intention to file this praecipe was mailed to the defendants and to any counsel of record on June 3, 2003, which is after default occurred and at least ten (10) days prior to the date of this praecipe.

3. A copy of the notices of intention of filing this praecipe are attached hereto.

Respectfully submitted

ELY & SMITH

By

Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED

JUL 17 2003

William A. Shaw
Prothonotary

DATED: July 15, 2003

COUNTY NATIONAL BANK, A
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife,
Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 02-1678-CD

To: Louis R. Degregorio
R.R. #1, Box 235
Driftwood, PA 15832

- () Notice is hereby give that a judgment in the above-captioned matter has been entered against you in the amount of \$13,055.40 together with interest at the rate of 6% per annum from July 7, 2000 and costs on _____, 2003.
- () A copy of all documents filed with the Prothonotary in support of the within judgment is/are enclosed.

Prothonotary Division
Clerk of Records

By _____

If you have any questions regarding this Notice, please contact the filing party:

Theodore B. Ely, Esquire
23 West Tenth Street
Erie, PA 16501
(814) 455-1381

COUNTY NATIONAL BANK, A
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife,
Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
: NO. 02-1678-CD

To: Joyce A. Degregorio
R.R. #1, Box 235
Driftwood, PA 15832

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Prothonotary Division
Clerk of Records

By _____

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Theodore B. Ely, Esquire
23 West Tenth Street
Erie, PA 16501
(814) 455-1381

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
: NO. 02-1678-CD

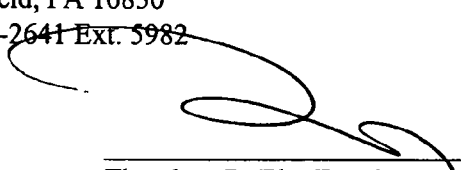
NOTICE

TO: Louis R. DeGregorio
R.R. 1, Box 235
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DATE OF NOTICE: June 3, 2003

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Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

LOUIS R. DEGREGORIO and JOYCE
A. DEGREGORIO, husband and wife
Defendant

: IN THE COURT OF COMMON PLEAS
:
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: OF CLEARFIELD COUNTY, PENNSYLVANIA
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: NO. 02-1678-CD

Copy

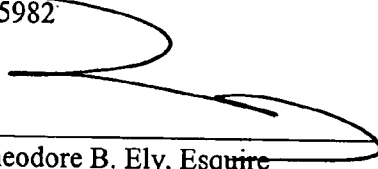
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(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED

*M 7.28 84 PM 20.00 Notice to Def
JUL 17 2003 Start to proof*

**William A. Shaw
Prothonotary**

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

County National Bank
Plaintiff(s)

No.: 2002-01678-CD

Real Debt: \$13,055.40

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Louis R. DeGregorio
Joyce A. DeGregorio
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 17, 2003

Expires: July 17, 2008

Certified from the record this 17th day of July, 2003

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