

02-1722-CD
AQUA FINANCE, INC. vs. CREIGHTON HALE, et al

AQUA FINANCE, INC., : IN THE COURT OF COMMON PLEAS
Plaintiff, : OF CLEARFIELD COUNTY, PENNSYLVANIA
vs. : CASE NO. 02-1722-CJ
:
CREIGHTON HALE and :
MONA HALE, :
Defendants. :

Type of Document:

Complaint

Filed on Behalf of:

Aqua Finance, Inc., 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

NOV 04 2002

William A. Shaw
Prothonotary

AQUA FINANCE, INC., : IN THE COURT OF COMMON PLEAS
Plaintiff, : OF CLEARFIELD COUNTY, PENNSYLVANIA
vs. : CASE NO.
:
CREIGHTON HALE and :
MONA HALE, :
Defendants. :

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 FINANCE, INC., : IN THE COURT OF COMMON PLEAS
Plaintiff, : OF CLEARFIELD COUNTY, PENNSYLVANIA
vs. : CASE NO.
CREIGHTON HALE and :
MONA HALE, :
Defendants. :

COMPLAINT

And now, comes the Plaintiff, Aqua Finance, Inc., by and through its counsel, Shapira, Hutzelman, Berlin, & May, and files this Complaint against the Defendants, Creighton Hale and Mona Hale, a statement of which is as follows:

1. The Plaintiff, Aqua Finance, Inc., is a corporation, 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 Defendants, Creighton Hale and Mona Hale, are adult individuals, believed to be husband and wife, residing at R.D. #1, Box 312, New Millport, Pennsylvania, 16861.

3. On August 11, 1999, the Defendants entered into a Retail Installment Contract and Security Agreement with Culligan of Altoona, whereby the Culligan of Altoona agreed to provide the Defendants with a filter clear AC-15, water conditioner, and reverse osmosis system for water treatment and Defendant agreed to pay the total sum of \$3,528.00, for the same with 84 monthly payments of \$42.00. Attached hereto as Exhibit "A" are copies of the Credit Application and Retail Installment Contract and Security Agreement. Said Agreement was subsequently assigned to the Plaintiff.

4. The Defendants are in default under the terms of the Retail Installment Contract and Security Agreement having failed to make any payments thereon since June 12, 2001.

5. The total amount due and owing to the Plaintiff is \$1,918.07, including interest at the rate of 18% per annum through October 31, 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 Agreement, the Plaintiff is entitled to collect reasonable attorney's fees or 15% or \$287.71.

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

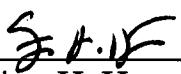
9. The amounts charged for the goods were fair and reasonable for goods of that time.

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

WHEREFORE, Plaintiff demands Judgment in the amount of \$1,918.07, attorney's fees of 15% or \$287.71, 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
Erie, PA 16507
(814)452-6800
PA ID# 06541

Dated: October 31, 2002

68484 RW

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT		Seller Culligan of Altona 1801 Valley View Blvd Altona, PA 16602	Buyer Mona + Creighton Hale Rd 1 Box 312 New M. Ilport, PA 16861
No.	Date	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	Serial or Unit No.	Motor or Cabinet No.	Price of Each Unit
Water Cond.	Mark 89	Conditioner	
	FILTER CLEAR AC-15	Reverse Osmosis	
<i>Rewrite # 55781-005</i>			

PROMISE TO PAY AND PAYMENT TERMS: Buyer promises to pay Seller the principal amount of \$ 1,998.30. 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.	FINANCE CHARGE The dollar amount the credit will cost Buyer.	AMOUNT FINANCED The amount of credit provided to Buyer or on Buyer's behalf.	TOTAL OF PAYMENTS The amount Buyer will have paid when Buyer has made all scheduled payments.	TOTAL SALE PRICE The total cost of Buyer's purchase on credit, including Buyer's down payment of
18 %	\$ 1,529.70	\$ 1,998.30	\$ 3,528.00	\$ 3,528.00

Payment Schedule: Buyer's payment schedule is

Number of Payments	Amount of Payments	When Payments Are Due
84	\$ 45.00	September 15, 1999 and every month after

Security: Buyer is giving Seller a security interest in the Goods purchased. (description of other property).

Late Charge: If a payment is more than 10 days late, Seller will charge Buyer \$ 5.00 or 5% whichever is less.

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: 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 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. Buyer assigns and gives a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

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 \$ _____)	\$ 1,998.30
Extended Service Contract <i>Rewrite-55781</i>	\$ 1,998.30
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 (Cash Price Less Down Payment)	\$ 1,998.30

EXHIBIT

A

Security: Buyer is giving Seller a security interest in the Goods purchased. (description of other property).

Late Charge: If a payment is more than 10 days late, Seller will charge Buyer \$5.00 or 5% whichever is less.

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: 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 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. Buyer assigns and gives a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

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/o/b	Buyer	d/o/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 \$ _____ for _____ 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.

TRANSFER: Seller transfers this Contract to _____

(Transferee) with legal liability without legal liability under the terms of the TRANSFER BY SELLER section.

Seller:

By _____ Date _____

ITEMIZATION OF AMOUNT FINANCED

Goods and/or Services Price (including sales tax of \$ _____)	\$ 1,998.30
Extended Service Contract <i>Rewrite 55781</i>	\$ 1,998.30
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 \$ 1,998.30 (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 \$ 1,998.30	

*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:

Signature _____

Date

Signature _____

Date

Seller:

Signature _____

Date

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 agrees to pay court costs Seller spends to collect amounts Buyer owes. In addition, Buyer agrees to pay reasonable attorneys' fees if Seller refers this Contract to an attorney for collection.

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

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) of this Contract hereby take(s) notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on the front of this Contract and each such type of 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

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 agrees to pay court costs Seller spends to collect amounts Buyer owes. In addition, Buyer agrees to pay reasonable attorneys' fees if Seller refers this Contract to an attorney for collection.

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

- B. Seller may hold any buyer responsible for paying the 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) of this Contract hereby take(s) notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on the front of this Contract and each such type of 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.

WITNESS: *John Smith* *John Smith*
CONTRACT *John Smith* *John Smith*
IN WITNESS WHEREOF, *John Smith* *John Smith*

Simple Interest Payoff Screen 02/13/2002

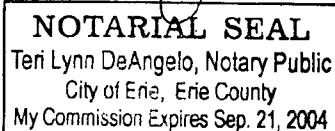
Account number	68484 AFF	Anticipated payoff date	02/23/2002
First name	CREIGHTON		
Last name	HALE		
Current unpaid principal	1529.12	Periodic payment	42.00
		Partial payment	6.08
		Total payments	1056.08
Plus: unpaid interest	193.05	Daily interest amt	0.7541
Unpaid late charges due	8.40		
Account transfer amount	0.00		
Payoff amount due	1730.57	<--	
Payoff date	02/23/2002		
Payoff valid through	02/23/2002		
Number of payments earned	30		
Remaining discount earned	0.00		

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ERIE :
:

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.

S. H. H.

Sworn and subscribed before me this
31 day of Oct., 2002.



FILED Aug 8 2002

M 12:07 PM 2002
NOV 04 2002
2cc Shff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

AQUA FINANCE INC.

Sheriff Docket # 13268

02-1722-CD

VS.

HALE, CREIGHTON & MONA

COMPLAINT

SHERIFF RETURNS

**NOW NOVEMBER 13, 2002 AT 11:34 AM EST SERVED THE WITHIN COMPLAINT ON
CREIGHTON HALE, DEFENDANT AT RESIDENCE, RD 1, BOX 312, NEW MILLPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MONA HALE, WIFE, A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER
THE CONTENTS THEREOF.**

SERVED BY: DAVIS/MORGILLO

**NOW NOVEMBER 13, 2002 AT 11:34 AM EST SERVED THE WITHIN COMPLAINT ON
MONA HALE, DEFENDANT AT RESIDENCE, RD 1, BOX 312, NEW MILLPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MONA HALE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost Description

40.90 SHFF. HAWKINS PD. BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED

BB JAN 23 2003

**William A. Shaw
Prothonotary**

Sworn to Before Me This

So Answers,

23 Day Of January 2003
William A. Shaw

Ches A. Hawkins
By Mandy Hause
Ches A. Hawkins
Sheriff

AQUA FINANCE, INC.,
Plaintiff,

vs.

CREIGHTON HALE and
MONA HALE,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 02-1722-CD

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	\$1,918.07
Interest at the rate of 18% per annum from 10/31/2002	\$98.80
Attorney's Fees/Collection Costs	\$287.71
TOTAL	\$2,304.58

Plus Court Costs of record.

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

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

Dated: February 12, 2003

FILED

FEB 18 2003

**William A. Shaw
Prothonotary**

AQUA FINANCE, INC.,
Plaintiff,

vs.

CREIGHTON HALE and
MONA HALE,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 02-1722-CD

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

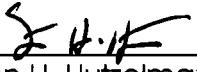
COUNTY OF ERIE

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. Creighton Hale
R.D. #1, Box 312
New Millport, PA 16861

Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861


Stephen H. Hutzelman, Esquire
Attorney for Plaintiff

Sworn and subscribed before me this
12th day of Feb., 2003.



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.
CREIGHTON HALE and
MONA HALE,
Defendants.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CASE NO. 02-1722-CD

Dated: January 28, 2003

TO: Mr. Hale Creighton
R.D. #1, Box 312
New Millport, PA 16861

Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861

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: S. H. H.
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: S. H. H.
Stephen H. Hutzelman, Esquire
Attorney for Plaintiff

AQUA FINANCIAL
FUNDING, L.P.,
Plaintiff,
vs.
CREIGHTON HALE and
MONA HALE,
Defendants.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CASE NO. 02-1722-CD

Dated: January 28, 2003

TO: Mr. Hale Creighton
R.D. #1, Box 312
New Millport, PA 16861

Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861

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:

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(814)765-2641 EXT. 5982

BY: S.H.H.
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: S.H.H.
Stephen H. Hutzelman, Esquire
Attorney for Plaintiff

FILED

Atty Hutzelman
pd. 20.00

131-522-001
FEB 18 2003

1 cc Atty

Notice to Def.

William A. Shaw
Prothonotary

Statement to Atty

Shaw

AQUA FINANCE, INC., : **IN THE COURT OF COMMON PLEAS**
Plaintiff, : **OF CLEARFIELD COUNTY, PENNSYLVANIA**

vs. : **CASE NO. 02-1722-CD**

CREIGHTON HALE and
MONA HALE,
Defendant. :

To: **Mr. Creighton Hale** **Mrs. Mona Hale**
R.D. #1, Box 312 **R.D. #1, Box 312**
New Millport, PA 16861 **New Millport, PA 16861**

COPY

Please be advised that judgement has been entered against you in the amount of \$2,304.58, interest at the rate of 18% per annum, interest according to law , and the costs of this action on the 18th day of February , 2003.

AQUA FINANCE, INC.,
Plaintiff,

vs.

CREIGHTON HALE and
MONA HALE,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 02-1722-CD

CCPY

To: **Mr. Creighton Hale**
R.D. #1, Box 312
New Millport, PA 16861

Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861

Please be advised that judgement has been entered against you in the amount of \$2,304.58, interest at the rate of 18% per annum, interest according to law, and the costs of this action on the 18th day of February, 2003.

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

CCOPY

Aqua Finance, Inc.
Plaintiff(s)

No.: 2002-01722-CD

Real Debt: \$2,304.58

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Creighton Hale
Mona Hale
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 18, 2003

Expires: February 18, 2008

Certified from the record this 18th day of February, 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

AQUA FINANCE, INC., : IN THE COURT OF COMMON PLEAS
Plaintiff, : OF CLEARFIELD COUNTY, PENNSYLVANIA
vs. :
CASE NO. 02-1722-CD
CREIGHTON HALE and :
MONA HALE, :
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 12th day of Feb., 2003, at the following address:

Mr. Creighton Hale
Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

BY: S.H.H.

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

Dated: February 12, 2003

FILED

FEB 18 2003

**William A. Shaw
Prothonotary**

AQUA FINANCE, INC.,
Plaintiff,

vs.

CREIGHTON HALE and
MONA HALE,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 02-1722-CD

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, **AQUA FINANCE, INC.**, in the above matter and that on the 12th day of Feb. 2003, 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:

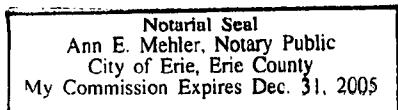
**Mr. Creighton Hale
Mrs. Mona Hale
R.D. #1, Box 312
New Millport, PA 16861**

S.H.F.

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

Sworn and subscribed before me this
12th day of Feb., 2003

Ann E. Mehler



FILED

NOCC

1:34-CV-00001
FEB 18 2003
SPL

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS IN CLEARFIELD COUNTY, PENNSYLVANIA
Civil Division

AQUA FINANCE, INC.,
Plaintiff,

vs.

CASE NO. 02-1722-CD

DEC 18 2003

CREIGHTON HALE and
MONA HALE,
Defendant.

William A. Shew
Prothonotary

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

You are hereby authorized, empowered and directed to enter, as indicated, the following on the records thereof:

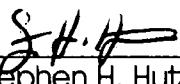
A. 1. The within suit is Settled, Discontinued, Ended and costs paid.
2. The within suit is Settled, Discontinued, Ended with Prejudice and costs paid.
3. The within suit is Settled, Discontinued, Ended without Prejudice and costs paid.

B. 1. Satisfaction of Award in the within suit is acknowledged.
2. Satisfaction of the Judgment, with interest and costs, in the within matter is acknowledged.

C. Other:

DATE: December 9, 2003

WITNESS (if signer is other than a registered attorney):


Stephen H. Hutzelman

Attorney or Notary

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa. C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.



Signature

U.S. DISTRICT COURT

WICHITA, KAN.

CASE NO. GE-1233-CD

AN

GEORGE MOTHERHOOD

vs. JAH MOTHERHOOD

Case No. GE-1233-CD

FILED
in the office of the Clerk
of the Court of Appeals
of the State of Kansas
on Dec 18, 2003
by William A. Shaw
Prothonotary

William A. Shaw
Prothonotary

Is the above document in the proper form?

Is the signature of the attorney or party to the proceeding correct?

Is the signature of the attorney or party to the proceeding correct?

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-01722-CD

Aqua Finance, Inc.

Debt: \$2,304.58

Vs.

Atty's Comm.:

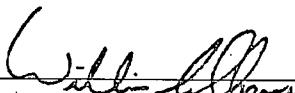
Creighton Hale
Mona Hale

Interest From:

Cost: \$20.00

NOW, Thursday, December 18, 2003, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 18th day of December, A.D. 2003.



Prothonotary