

02-1866-CD
NATIONAL CITY BANK vs. ROBERT L. MCGONIGAL, et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK
successor in interest to
INTEGRA BANK,

Plaintiff,

vs.

ROBERT L MCGONIGAL and
CHRISTINE M MCGONIGAL,

Defendant,

No. 02-1866

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

Lori A. Gibson, Esquire
PA ID#68013
The Bernstein Law Firm, P.C.
Firm #718
707 Grant Street
Suite 2200, Gulf Tower
Pittsburgh, PA 15219
412-456-8100

FILED

NOV 27 2002

William A. Shaw
Prothonotary

BERNSTEIN FILE NO. R0018035
DIRECT DIAL: (412) 456-8100

NOTICE

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

81360923

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

NATIONAL CITY BANK
successor in interest to
INTEGRA BANK,

Plaintiff

vs.

ROBERT L. MCGONIGAL and
CHRISTINE M. MCGONIGAL,

Defendants,

NOTICE TO DEFEND

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.

**LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
800- 692-7375**

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

NATIONAL CITY BANK
successor in interest to
INTEGRA BANK,

Plaintiff,

No.

vs.

ROBERT L. MCGONIGAL and
CHRISTINE M. MCGONIGAL,

Defendant,

COMPLAINT IN CIVIL ACTION

1. Plaintiff, National City Bank successor in interest to Integra Bank, is a national banking association, with its main Pennsylvania office at 306 4th Avenue, Pittsburgh, Allegheny County, Pennsylvania 15278.

2. Defendants, Robert L. McGonigal and Christine M. McGonigal are adult individuals with the last known address of P.O. Box 205 Gormont Street, Clearfield County, Frenchville PA 16836.

3. On or about September 5, 1995, Defendants, executed a Fixed Rate Simple Interest, Note and Security Agreement in favor of Plaintiff, said agreement being secured by real property with the address of P.O. Box 205 Gormont Street, Frenchville PA 16836, more particularly described in the Note and Security Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1", and made a part hereof.

4. By the terms and conditions of the aforesaid Agreement, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Agreement.

5. Defendants have defaulted under the terms of their agreement with Plaintiff by failing to make payment to Plaintiff since July 7, 1999.

6. As a result of defendant's default, a balance of \$18,073.79 remains due and owing to Plaintiff as of October 22, 2002.

7. Plaintiff avers that the agreement between the parties provides that Plaintiff is entitled to interest at the rate of 11.50 % per annum from December 23, 1999.

8. Plaintiff avers that interest amounts to \$5,649.93 as of October 22, 2002.

9. Defendants are in default of the agreement for his failure to make timely payments and by failing to pay the unpaid balance for payments and charges.

10. Plaintiff avers that it is entitled to collect reasonable attorney's fees, pursuant to the terms of the parties' Agreement, which amount to \$4,744.74.

11. Despite Plaintiff's repeated requests for payment, Defendants have failed to and/or refused to pay the aforesaid balance, interest, attorney's fees or any part thereof to Plaintiff.

NOTE AND SECURITY AGREEMENT

Branch CLEARFIELD

Dated Sept. 5

1995

Account No. 48286093003

NOTICE: If checked ☒ See separate Itemization of Amount Financed

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 5.07%	FINANCE CHARGE The dollar amount the credit will cost you \$15,128.00	Amount Financed The amount of credit provided to you or on your behalf \$22,000.00	Total of Payments The amount you will have paid after you have made all payments as scheduled \$37,128.00
--	--	---	--

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
20	\$1,856.40	5th
		Monthly, beginning October 1995

Security: Any money you have on deposit with us secures this loan. Collateral securing other obligations to us may also secure this loan. You are giving a security interest in:

☒ the goods or property being purchased;

☒ (brief description of other property) P.O. BOX 205 GORMONT ST. FRENCHVILLE PA

Filing Fees \$12.50 (e)

Late Charge: If a payment is late, you will be charged 5% of the payment, but not more than \$5.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your Note documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed	
Amount financed	\$22,000.00
Amount given to you directly	n/a
Amount paid on your account	n/a
Amount paid to others on your behalf	n/a
to public officials	n/a
to insurance company	n/a
to SEP SEPARATE ITEMIZATION	\$22,000.00
	n/a
	n/a
	n/a
Prepaid finance charge	n/a

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs below as "Borrower" or "Co-Signer." If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

YOU PROMISE TO PAY TO US: INTEGRA BANK/

or to our order, at any of our offices, the Principal sum of: TWENTY-TWO THOUSAND AND NO/100 Dollars
plus interest at the rate of 11.50% per year (the "Note Rate") computed on the outstanding Principal balance in the manner described below, by making payments as provided in the Payment Schedule. Payments are due beginning on the date shown in the Payment Schedule and on the same day of each following month until we receive payment in full. TIME IS OF THE ESSENCE.

SECURITY AGREEMENT: As security for the prompt payment of the sums you now or later owe, plus interest, and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant to us a security interest in the following property. This Security Agreement also secures the payment of: (a) any other of your debts which are owed to or assigned to us now or in the future; (b) all of our costs and expenses, including attorneys' fees, incurred in the collection of any debts secured hereby, in any action to protect or enforce our rights under the Security Agreement, or in bankruptcy proceedings of or against you; (c) all amounts which you agree in this Security Agreement to the Mortgage to pay to us; and (d) any refinancing, substitution, extension and/or renewal of any of the above.

(i) security interest in the following personal property and its equipment and accessories:

YEAR ☒ New ☐ Used

MAKE

MODEL

SERIAL NO.

BODY TYPE

OTHER PROPERTY:

Our security interest includes parts called "accessions" added to the personal property at any later time.

(ii) a Mortgage on P.O. BOX 205 GORMONT STREET FRENCHVILLE PA 16801
IN COVINGTON TOWNSHIP CLEARFIELD COUNTY

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life Insurance and Single Credit Disability Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life Insurance is available to any two of you signing below for such insurance. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the cost(s) shown below are included in the Itemization of the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance

By signing, you want Single Credit Disability Insurance which costs:

By signing, you both want Joint Credit Life Insurance

steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

The Security Agreement paragraphs on the reverse side are part of this Security Agreement paragraph.

HOW INTEREST IS COMPUTED: Interest is computed each day by applying 1/365th (1/366th in leap years) of the Note Rate to the Principal balance outstanding on that day. The amount of interest included in the Total of Payments above was computed on the assumption that all payments will be made as provided in the Payment Schedule. If any payment is late, more interest will accrue. If you pay early, less interest will accrue. Any increase or decrease in interest caused by late or early payments will be reflected in your last payment, which will be modified to reflect the amount then due. You may prepay all or part of the Principal balance due at any time, without penalty or premium. If you make a partial prepayment, you must continue to make payments according to the Payment Schedule until the Principal balance and all accrued interest are paid in full.

SET-OFF: The law gives us a right of set-off in any of your property in our possession at any time, including deposit accounts. This means that if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note. The deposit account agreements may give us additional rights in any money on deposit.

FLOOD INSURANCE: ☒ If checked, insurance is required against flood damage to improved real property or mobile home Collateral.

PROPERTY INSURANCE: If this Note is secured by Collateral which is in our possession, insurance against physical damage to the Collateral is required for the full term of this Note.

FLOOD INSURANCE AND PROPERTY INSURANCE MAY BE OBTAINED THROUGH ANY AGENT, BROKER OR OTHER PERSON OF YOUR CHOICE. See Insurance in Section 2.4 of the Security Agreement on the reverse side.

R.R. 15 002

EXHIBIT 4.

WHEREFORE, Plaintiff requests judgment in its favor and against the Defendants, Robert L. McGonigal and Christine M. McGonigal, jointly and severally, in the amount of \$28,468.46 plus interest at 11.50% per annum from October 23, 2002 and costs.

THE BERNSTEIN LAW FIRM, P.C.

By: 

Lori A. Gibson
Attorney at Law
707 Grant Street
Suite 2200, Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN LAW FIRM NO. R0018035

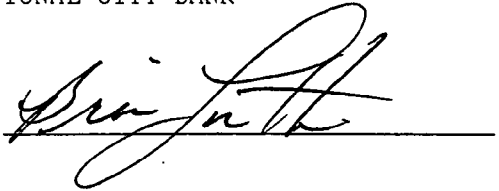
VERIFICATION

I verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

I am authorized to make this verification on behalf of NATIONAL CITY BANK because of my position as Agency Specialist.

NATIONAL CITY BANK

By: _____

A handwritten signature in dark ink, appearing to read "D. Smith", is written over a horizontal line. The signature is fluid and cursive.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13381

NATIONAL CITY BANK

02-1866-CD

VS.

MCGONIGAL, ROBERT L. & CHRISTINE M.

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 23, 2002 AT 12:15 PM EST SERVED THE WITHIN COMPLAINT ON CHRISTINE M. MCCONIGAL, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINE M. MCGONIGAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW DECEMBER 26, 2002 AT 10:55 AM EST SERVED THE WITHIN COMPLAINT ON ROBERT L. MCGONIGAL, DEFENDANT AT RESIDENCE, P.O. BOX 205, GORMONT ST. FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT MCGONIGAL A TRUE AND ATTESTED COPY OF THE COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

Cost	Description
50.80	SHFF. HAWKINS PD. BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

31st Day Of January 2003
William A. Shaw

FILED

JAN 31 2003

01.11.07 a.m.
William A. Shaw
Prothonotary
no cc

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK, Successor in
Interest to INTEGRA BANK,

Plaintiff

No. 02-1866

vs.

ROBERT L. MCGONIGAL and
CHRISTINE M. MCGONIGAL,

Defendants

STIPULATION OF PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY
CONSENT

FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

BERNSTEIN FILE NO. ~~R0006757~~ R0018035
DIRECT DIAL: (412) 456-8100

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

FILED

MAR 03 2003

SMG000662V001
1/20/2003

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK, Successor in
Interest to INTEGRA BANK,

Plaintiff

vs.

Civil Action No. 02-1866

ROBERT L. MCGONIGAL and
CHRISTINE M. MCGONIGAL,

Defendants

STIPULATION OF THE PARTIES FOR PAYMENT AND FOR THE ENTRY OF JUDGMENT BY
CONSENT

AND NOW comes the Plaintiff, by counsel, and Defendants, Robert L. McGonigal and Christine M. McGonigal, to Stipulate to Payment and for the Entry of Judgment by Consent, as follows:

1. Defendants, Robert L. McGonigal and Christine M. McGonigal, admit indebtedness to the Plaintiff in the amount of \$28,468.46 as of October 23, 2002, of which \$18,073.79 is principal, \$5,649.93, is interest at the rate of 11.50% per annum and \$4,744.74 is attorney's fees.

2. To secure the repayment of said indebtedness, Defendants, Robert L. McGonigal and Christine M. McGonigal, agree that judgment by consent will be entered in favor of Plaintiff and against Defendants, Robert L. McGonigal and Christine M. McGonigal, in the amount of \$28,468.46 plus continuing interest at the legal rate of 6% per annum from the date of judgment.

3. Plaintiff agrees not to issue Execution on Judgment, so long as the Defendants make six (6) consecutive monthly payments to Plaintiff in an amount of \$200.00 per month, beginning January 15, 2003 and continuing on the 15th of each consecutive month thereafter; after which time, Plaintiff reserves the right to review Defendants' account with a view towards substantially increased payments or for payment in the full judgment amount plus appropriate interest and costs.

4. All payments due under this Agreement are to be made payable to "The Bernstein Law Firm", attorneys for National City Bank, and are to be received at the offices of "The Bernstein Law Firm", at 707 Grant Street, Suite 2200 Gulf Tower, Pittsburgh, PA 15219.

5. In the event of default, each payment received shall be attributed to costs, interest and then to principal.

6. Time is of the essence of this agreement and should the Defendants, Robert L. McGonigal and Christine M. McGonigal, fail to have in the hands of the Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, at law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.


7. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for nonperformance of any duty undertaken by the Defendants in this Stipulation, which the parties agree is final and complete.

8. Intending to be legally bound, the parties pray for an appropriate order, and set their hands and seals this 21 day of Feb, 2003.

THE BERNSTEIN LAW FIRM, P.C.

By: 
Robert L. McGonigal
Defendant

By: 
Christine M. McGonigal
Defendant

By: 
Attorney for Plaintiff
Lori A. Gibson
707 Grant Street
Ste. 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

FILED

ICC

MAR 11 10 51

MAR 03 2003

Ang Gibson
124

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK, Successor in
Interest to INTEGRA BANK,

Plaintiff

vs.

Civil Action No. 02-1866

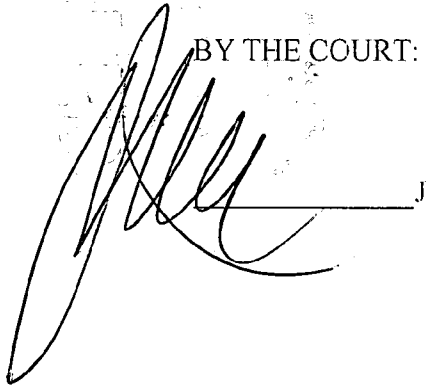
ROBERT L. MCGONIGAL and
CHRISTINE M. MCGONIGAL,

Defendants

ORDER OF COURT

AND NOW, to wit, this 5th day of March, 2003, it is hereby ORDERED, ADJUDGED, and DECREED that pursuant to the foregoing Stipulation of the Parties for Payment, the Prothonotary shall enter Judgment in favor of Plaintiff and against Defendants, Robert L. McGonigal and Christine M. McGonigal, in the amount of \$28,468.46 plus continuing legal interest at the rate of 6% per annum from the date of judgment, by consent of the parties.

BY THE COURT:

A large, stylized handwritten signature in black ink, appearing to be 'W.A. Shaw', is written over a horizontal line. The signature is fluid and cursive.

FILED

MAR 05 2003

William A. Shaw
Prothonotary

FILED

012:33:44
MAR 05 2003

William A. Shaw
Prothonotary

2cc

Atty Gibson

Atty pd 20.00

~~No~~ Notice

Statement to Atty

[Handwritten signature]

FILED

MAR 11 2003

RECEIVED
MAR 11 2003

COPY

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

National City Bank, successor
in interest to Integra Bank
Plaintiff(s)

No.: 2002-01866-CD

Real Debt: \$28,468.46

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert L. McGonigal and
Christine M. McGonigal
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: March 5, 2003

Expires: March 5, 2008

Certified from the record this 5th day of March, 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

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

NATIONAL CITY BANK,

Plaintiff

vs.

ROBERT LESLIE MCGONIGAL and
CHRISTINE M MCGONIGAL,

Defendants

No. 02-1866

PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA ID #47437
Weltman, Weinberg & Reis, Co. LPA
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03221183

FILED

JUN 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,

Plaintiff

vs.

Civil Action No. 02-1866

ROBERT LESLIE MCGONIGAL and
CHRISTINE M MCGONIGAL,

Defendants

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against ROBERT & CHRISTINE MCGONIGAL, Defendant
3. Judgment Amount \$28,468.46
Interest \$2,597.26
Costs \$
SUBTOTAL: \$31,065.72
Costs (to be added by Prothonotary): \$125.00

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA ID #47437

Weltman, Weinberg & Reis, Co. LPA

2718 Koppers Bldg

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#03221183

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

NATIONAL CITY BANK
Plaintiff

vs.

Civil Action No. 02-1866

ROBERT LESLIE MCGONIGAL and
CHRISTINE M MCGONIGAL,

Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT & CHRISTINE MCGONIGAL Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of:
_____ as Garnishee(s)
and to notify the Garnishee (s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

Amount due\$ 31,065.72

Costs to be added.....\$ _____
125.00 Prothonotary costs

Prothonotary

Will. L. Shaffer
Deputy

DATED: 6/17/04

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

NATIONAL CITY BANK
Plaintiff

No. 02-1866

vs.

ROBERT LESLIE MCGONIGAL and
CHRISTINE MCGONIGAL

Defendant

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,
- (a) I desire that my statutory \$300.00 exemption be:
() (1) set aside in kind (specify property, to be set aside in kind: _____

() (2) paid in cash following the sale of the property levied upon; or
- (b) I claim the following exemption: (specify property and basis of exemption): _____

- (2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:
- (a) my \$300.00 statutory exemption: () in cash () in kind
(specify property): _____
- (b) Social Security benefits on deposit in the amount of \$ _____
- (c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

FILED

Atty pd. 20.00

~~31:53 PM~~
JUN 17 2004

~~SPK~~ William A. Shaw
Prothonotary/Clerk of Courts

4cc of whole packet +
2 wnts separate to SSAff

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

NATIONAL CITY BANK

Plaintiff

No. 000000021886

vs.

PRAECIPE FOR SATISFACTION OF
JUDGMENT

ROBERT LESLIE MCGONIGAL
CHRISTINE M MCGONIGAL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molezan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03221183

FILED at 3.00 PM
M/11:50 AM NOCC, ICEA of
MAR 02 2007 sat issued to
(UP) Atty
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 000000021866

ROBERT LESLIE MCGONIGAL
CHRISTINE M MCGONIGAL

Defendant

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #03221183

Sworn to and subscribed
before me this 6
day of January, 07

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wendy L. Gault, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 15, 2010
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

National City Bank

No.: 2002-01866-CD

Vs.

Debt: \$31,065.72

Robert L. McGonigal
Christine M. McGonigal


Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, March 02, 2007 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 2nd day of March, A.D. 2007.


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15974
NO: 02-1866-CD

PLAINTIFF: NATIONAL CITY BANK
vs.
DEFENDANT: MCGONIGAL, ROBERT LESLIE

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 6/17/2004

LEVY TAKEN 8/4/2004 @ 10:40 AM

POSTED 8/30/2004 @ 11:45 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/27/2008

DATE DEED FILED

PROPERTY ADDRESS 303 GORMONT STREET FRENCHVILLE , PA 16836

FILED
019:30
AUG 27 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

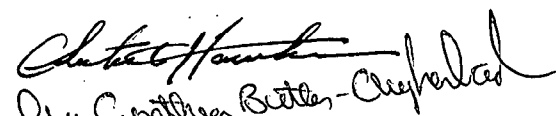
SHERIFF HAWKINS \$142.00

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

NATIONAL CITY BANK

vs

MCGONIGAL, ROBERT LESLIE

1 8/4/2004 @ 10:40 AM SERVED CHRISTINE M. MCGONIGAL

SERVED CHRISTINE M. MCGONIGAL, DEFENDANT, AT HER RESIDENCE 303 GORMONT STREET, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINE M. MCGONIGAL

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

2 8/4/2004 @ 10:40 AM SERVED ROBERT LESLIE MCGONIGAL

SERVED ROBERT LESLIE MCGONIGAL, DEFENDANT, AT HIS RESIDENCE 505 CHESTER STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT LESLIE MCGONIGAL

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

3 9/8/2004 @ 7:03 PM SERVED CHRISTINE M. MCGONIGAL

SERVED CHRISTINE M. MCGONIGAL, DEFENDANT, AT HER RESIDENCE 303 GORMONT STREET, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT MCGONIGAL, HUSBAND/ADULT AT RESIDENCE.

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

4 9/8/2004 @ 7:03 PM SERVED ROBERT LESLIE MCGONIGAL

SERVED ROBERT LESLIE MCGONIGAL, DEFENDANT, AT HIS RESIDENCE 303 GORMONT STREET, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT MCGONIGAL

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, SEPTEMBER 9, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO GENERALLY CONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 17, 2004.

@ SERVED

NOW, AUGUST 27, 2008 RETURN WRIT AS TIME EXPIRED.

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

NATIONAL CITY BANK
Plaintiff

vs.

Civil Action No. 02-1866 *CD*

ROBERT LESLIE MCGONIGAL and
CHRISTINE M MCGONIGAL,

Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ROBERT & CHRISTINE MCGONIGAL Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of: _____ as Garnishee(s)
and to notify the Garnishee (s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

Amount due\$ 31,065.72

Costs to be added.....\$ _____
125.00 Prothonotary costs

Prothonotary

Will [Signature]
Deputy

DATED: 6/17/04

*Received June 17, 2004 @ 3:00 P.M.
Cristen A. Hawkins
By Cynthia Butler-Auerbach*

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME CHRISTINE M. MCGONIGAL

NO. 02-1866-CD

NOW, August 26, 2008, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of McGonigal, Robert Leslie to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	14.00
LEVY	20.00
MILEAGE	14.00
POSTING	9.00
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.00
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	12.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$122.00

DEBT-AMOUNT DUE	
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$287.00

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	122.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$247.00
TOTAL COSTS	\$287.00

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

WEINBERG & REIS Co., L.P.A.

ATTORNEYS AT LAW
2718 Koppers Bldg., 436 7th Ave.
Pittsburgh, PA 15219
Main Phone: 412 434-7935
Fax Number: 412 434-7959
www.weltman.com

Fax Transmittal

Date: September 9, 2004 No. of Pages: 1
To: Clearfield Co Sheriff-Cindy Fax Number: 814-765-5915
From: Kasey Direct Line: 412-338-7103

Comments

ROBERT LESLIE MCGONIGAL #02-1866

Please generally continue the sale as the defendant has set up payment arrangements & we have received \$1000.00
to date. Thanks!



CONFIDENTIALITY NOTICE

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