

03-02-CD
FIRST NATIONAL BANK OF PA. vs. RICHARD R. SEDGWICK

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-
in Interest to Promistar
Bank f/k/a LAUREL BANK,

Plaintiff

NO. 03-02-CD

vs

RICHARD R. SEDGWICK,

ISSUE NO.

Defendant

DOCUMENT:

Complaint in Civil Action

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

David Abrams, Esquire
#15983

Ira R. Mazer, Esquire
#18163

ABRAMS & MAZER
Firm No. 410
Suite 207-Alstan Mall
2526 Monroeville Blvd.
Monroeville, PA 15146
(412) 829-7733
(412) 829-0689 FAX

FILED

JAN 02 2003

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, Successor- :
in Interest to Promistar :
Bank f/k/a LAUREL BANK, :
Plaintiff : NO. 03-02-CJ
vs :
RICHARD R. SEDGWICK, :
Defendant :

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 notices 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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108
800-692-7375

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITH TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIM MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.

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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, Successor- :
in Interest to Promistar :
Bank f/k/a LAUREL BANK, :
Plaintiff : NO.
vs :
RICHARD R. SEDGWICK, :
Defendant :

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-in-Interest to Promistar Bank f/k/a
Laurel Bank, by its attorneys, ABRAMS & MAZER and DAVID ABRAMS,
ESQUIRE, and files the within Complaint in Civil Action upon a
cause of action whereof the following is a statement:

1. Plaintiff, First National Bank of Pennsylvania,
(hereinafter referred to as "Plaintiff"), is a banking
institution having an office for the conduct of its business
located at 4140 East State Street, Mercer County, Pennsylvania
16148.

2. Defendant, Richard R. Sedgwick, (hereinafter referred to
as "Defendant"), is an individual, whose last known residence
address is, 761 Ida Street, Houtzdale, Clearfield County,
Pennsylvania, 16651.

3. Plaintiff, was formerly known as Laurel Bank.

4. On or about August 31, 2000, Defendant purchased a used 1995 Ford F150 Truck from Courtesy Ford, Inc., hereinafter referred to as "Dealer") pursuant to the terms and conditions of a certain Pennsylvania Motor Vehicle Installment Sale Contract, a copy of which is attached hereto, made part hereof and designated Exhibit "A".

5. Dealer delivered and Defendant received and accepted the used 1995 Ford F150 Truck so purchased.

6. The Agreement, Pennsylvania Motor Vehicle Installment Sale Contract designated Exhibit "A" was assigned by Dealer to Plaintiff, Laurel Bank.

7. Pursuant to the Agreement, Exhibit "A", Defendant agreed, inter-alia, to make payments of \$267.35 per month for 54 months, said payments to be mailed to Laurel Bank.

8. As of October 24, 2001, Defendant was in default of the Agreement, Exhibit "A", having failed to make all monthly payments in a timely fashion, and further being past due for several months at that time.

9. On October 24, 2001, Defendant's 1995 Ford F150 Truck was repossessed by Plaintiff.

10. On October 24, 2001, Plaintiff sent a Notice of Repossession letter to Defendant by registered mail, advising Defendant of his redemption rights regarding this motor vehicle. A copy of said Notice of Repossession is attached hereto, made part hereof and designated Exhibit "B".

11. Pursuant to the Notice of Repossession, Exhibit "B", and the mandates of the Pennsylvania Motor Vehicle Sales Finance Act of 1947, 69 P.S. §601 et. seq., Laurel Bank obtained various bids for the 1995 Ford F150 Truck and sold same for \$3,500.00 to the highest bidder.

12. The sum of \$3,500.00 was applied to the unpaid balance pursuant to the Agreement, Exhibit "A", resulting in a balance of \$6,148.96 being due and owing on the account.

13. On February 1, 2002, a letter was directed to Defendant advising him of the sale and the remaining balance due and owing.

14. Defendant has failed and refused to pay said balance or any part thereof.

15. Pursuant to the terms and provisions of the Pennsylvania Motor Vehicle Installment Sale Contract, designated Exhibit "A", and incorporated herein by reference, Defendant agreed that together with the unpaid balance, Defendant is also liable for interest at the note rate of 12.50%, along with reasonable attorneys fees, incurred in the enforcement of this obligation and other costs incurred by Plaintiff.

16. Defendant is indebted to Plaintiff in the amount of \$8,585.70 based upon the following computation:

Principal sum:	\$ 6,418.96
Interest from date of charge off:	462.00
Reasonable attorney's commission	1,704.74
TOTAL:	\$ 8,585.70

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8,585.70 plus interest at the note rate of 12.50% from and after February 1, 2002, and costs of litigation.

ABRAMS & MAZER

BY:

David Abrams, Esquire
Attorney for Plaintiff

THE PURPOSE OF THIS LETTER IS TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT

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

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below, as Co-Signer, promise to pay to us all sums due on this Contract, and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together with the Buyer. You acknowledge this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit, subject to any event, though we may not have made any prior demand for payment on the Buyer, or exercised your security interest. You also acknowledge receiving a completed copy of this Contract.

CO-OWNER'S SIGNATURE: _____ **Address:** _____ **Date:** _____ **(SEAL)**

CO-SIGNER'S SIGNATURE: _____ **Address:** _____ **Date:** _____ **(SEAL)**

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below, as Co-Owner, together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to not delay the terms of this Security Agreement, or to alter the terms of this Contract, except the "Promise To Pay" section. You are giving us the authority to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

CO-OWNER'S SIGNATURE: _____ **Address:** _____ **Date:** _____ **(SEAL)**

CO-SIGNER'S SIGNATURE: _____ **Address:** _____ **Date:** _____ **(SEAL)**

BUYER, CO-SIGNER AND CO-OWNER (AS APPLICABLE) ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER _____ **CO-SIGNER** _____ **CO-SIGNER OR CO-OWNER** _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

BANCONSUMER FORM PAS21SLC-B (10/90) © 1990 BANCONSUMER SERVICE, INC.

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ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge is shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest, and then to principal, late charges, fees, and any other amounts you owe in the order that we may choose.

5. PREPAYMENT: You may prepay in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

6. WAIVERS:

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. WAIVERS, BY BUYER, CO-SIGNER, AND CO-OWNER: You agree to make all payments on or before they are due without having to ask if you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. At any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law, beginning at that time.

8. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

9. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid-in-full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or returned insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose finance charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we above may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If

any of our rights stated in paragraph are not permitted by law, we still have the other rights mentioned. Our pay on your behalf will not cure your failure to perform your promises in this Contract.

12. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner or, any one of them; you will be in "Default" of the Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due, or
- You do not keep any promise you made in this Contract
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee, or
- You make any untrue statement in the credit application for this Contract or
- You committed any forgery in connection with this Contract, or
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against your or
- You take the Vehicle outside the United States or Canada without our written consent, or
- You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance, or
- You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do it ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come onto your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonable place.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.
- ACCELERATION OF THE OUTSTANDING BALANCE:** If Borrower (or any one of them if there is more than one) is now, or becomes in the future, an executive officer, or the Lender with respect to whom federal law requires that all credit granted by Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted shall be due and payable on demand. If the credit is due and payable on demand, Lender can at such time require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.
- SOME THINGS YOU SHOULD KNOW IF WE REPOSSESSESS THE VEHICLE:** If we repossess without using a government official (by replevin),
- NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.
- REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.
- SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.
- SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.
- EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

 - Default exceeds fifteen (15) days at the time of repossession;
 - The amount of costs are actual, necessary and reasonable; and
 - We can prove the costs were paid.

- HEIRS AND PERSONAL REPRESENTATIVES, BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.
- GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.
- SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.
- ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.
- NO WARRANTIES BY SELLER:** EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

Buyer's Guide Window Sticker. If the car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any information in this document.

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 FOR RECOVERY OF ANY AMOUNT PAID BY HIM AS A RESULT OF THE DEBTOR'S BREACH OF THIS CONTRACT.

HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE OF PROPOSED CREDIT INSURANCE RATE INCREASE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract.

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 or persons signing the request for such coverage.

indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness.

debtor(s) a certificate of insurance more fully describing the insurance. In the event of nonpayment of the indebtedness, Subject to acceptance by the insurer and within 30 days, there will be delivered to the Insured

RECEIPT OF THE INSURANCE, A REFUND OF INSURANCE CHARGES WILL BE MADE WHEN DUE.
THE STATEMENT IS TO BE MADE IN THE INSURANCE COMPANY'S OFFICE.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

BANCONSUMER FORM PAS23SLC-8 (10/98) 1994-2010 BANCONSUMER FORM PAS23SLC-8 (10/98) 1994-2010

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PROMISTAR

OCTOBER 24, 2001

RICHARD R SEDGWICK
RR 1 BOX 10
HOUTZDALE, PA 16651-9601

RE: 1995 FORD F150 TRUCK
VIN #: 1FTDF15YXSLA04336

DEAR ABOVE ADDRESSEE:

PURSUANT TO THE PROVISION OF THE MOTOR VEHICLE SALES FINANCE ACT, SECTION 23, THE FOLLOWING NOTICE IS FORWARDED TO YOU BY CERTIFIED MAIL:

NOTICE OF REPOSSESSION

1. YOU MAY REDEEM THE MOTOR VEHICLE AND TERMINATE THE CONTRACT COVERING SAME BY PAYMENT OF SUM LISTED BELOW* PLUS STORAGE CHARGES UP TO AND INCLUDING THE DATE OF REPOSSESSION, ANYTIME DURING THE PERIOD OF FIFTEEN (15) DAYS AFTER THE MAILING DATE OF THIS NOTICE. SAID SUM REPRESENTS THE TOTAL OF THE FOLLOWING ITEMIZED CHARGES:

A.	PAYOUT FOR LOAN#	42449390	\$	10,094.23
B.	ACCRUED DEFAULT CHARGES		\$	16.02
			**	10,110.25

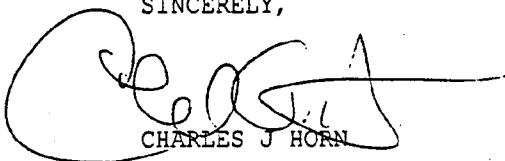
C. PLUS COST OF RETAKING, STORING AND REPAIRS - TO BE DETERMINED

2. IN THE EVENT THE REPOSESSED MOTOR VEHICLE IS NOT REDEEMED IN ACCORDANCE WITH "1" ABOVE SAID, THE MOTOR VEHICLE WILL BE SOLD AT THE EXPIRATION OF THE PERIOD OF FIFTEEN (15) DAYS FROM THE MAILING DATE OF THIS NOTICE BY EITHER PUBLIC OR PRIVATE SALE.

3. THE MOTOR VEHICLE IS STORED AT: JACOB GEORGE FORD, 620 SPRING ST , HOUTZDALE, PA 16651

4. ANY PAYMENTS OR NOTICES IN CONNECTION WITH THIS MATTER, SHOULD BE ADDRESSED TO PROMISTAR, COLLECTION DEPARTMENT, 532-534 MAIN STREET, JOHNSTOWN, PENNSYLVANIA 15901.

SINCERELY,


CHARLES J. HORN
VICE PRESIDENT
PROMISTAR BANK

CJH : sim

CERTIFIED

EXHIBIT

"B"

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

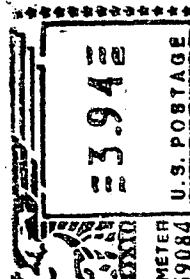
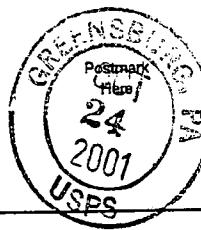
7000 1530 0004 5292 0361

OFF	TO	CA	BT	0
Postage	\$.34			
Certified Fee	2-10			
Return Fee or Fee (Endorsement Required)	1-50			
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees	\$.394			

RICHARD R SEDGWICK
RR 1 BOX 10
HOUTZDALE, PA 16651-9601

Printed on May 2000

See Reverse for Instructions



PROMISTAR
RETURN SERVICES REQUESTED



RICHARD R SEDGWICK
RR 1 BOX 10
HOUTZDALE, PA 16651-9601

Moved, Left, No Address
 Unclaimed
 Attempted, No Reply
 No Such Street Known
 Vacant
 No Mail Receipts
 Box Closed, No Order
 Returned For Better Address
 Postage Due

RE:

Name MCY
1st Return 10-26-01
2nd Return 11-7-01
Return 11-14-01

AFFIDAVIT

I hereby verify that I am a duly authorized representative of First National Bank of Pennsylvania, Successor-in-Interest to Promistar Bank f/k/a Laurel Bank, the Plaintiff herein; that as such and in my capacity as such, I am authorized to execute the within affidavit for and on behalf of First National Bank of Pennsylvania, the Plaintiff; that the averments contained in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information and belief; I further understand that false statements herein made are subject to the provisions of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATE:

Eliza Blank

FILED

Atty pd.

3110:5681

85.00

JAN 02 2003

1 cc Shrg

William A. Shaw
Preston Gray

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13499

FIRST NATIONAL BANK OF PENNSYLVANIA

03-02-CD

VS.

SEDGWICK, RICHARD R.

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 21, 2003 AT 2:22 PM EST SERVED THE WITHIN COMPLAINT ON RICHARD R. SEDGWICK, DEFENDANT AT RESIDENCE, 761 IDA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD R. SEDGWICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost Description

53.47 SHFF. HAWKINS PD. BY: ATTY.

10.00 SURCHARGE: PAID BY: ATTY.

Sworn to Before Me This

5th Day Of Feb 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
Chester A. Hawkins
Sheriff

FILED
FEB 05 2003 *WAS*

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-In-
Interest to Promistar Bank,
f/k/a LAUREL BANK,

CIVIL DIVISION

NO. 03-02-CD

Plaintiff

ISSUE NO.

vs

RICHARD R. SEDGWICK,

DOCUMENT:
Praecipe for Judgment

Defendant

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

X David Abrams, Esquire
#15983
 Ira R. Mazer, Esquire
#18163

ABRAMS & MAZER
Firm No. 410
ATTORNEYS AT LAW
Alstan Mall - Suite 207
2526 Monroeville Boulevard
Monroeville, PA 15146
Phone: (412) 829-7733
Fax: (412) 829-0689

FILED

FEB 27 2003

**William A. Shaw
Prothonotary**

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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, Successor-In- :
Interest to Promistar Bank, :
f/k/a LAUREL BANK, :
Plaintiff : NO. 03-02-CD
vs :
RICHARD R. SEDGWICK, :
Defendant :

PRAECIPE FOR JUDGMENT

TO: PROTHONOTARY, CLEARFIELD COUNTY, PENNSYLVANIA

Kindly enter judgment in favor of Plaintiff, First National Bank of Pennsylvania, Successor-In-Interest to Promistar Bank, a/k/a Laurel Bank, and against Defendant, RICHARD R. SEDGWICK, above named, in the amount of \$8,585.70 with interest from and after FEBRUARY 1, 2002 at the rate of 12.50% and costs of litigation for want of an answer as required under the Pa R.C.P.

ABRAMS & MAZER

BY

DAVID ABRAMS, ESQUIRE

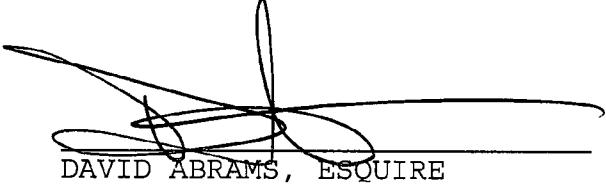
CERTIFICATION OF LAST KNOWN ADDRESS

The undersigned hereby certifies that the last known address of the following is:

Plaintiff: First National Bank of Pennsylvania
4140 East State Street
Hermitage, PA 16148

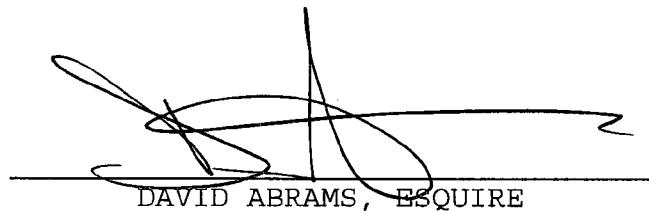
Defendant: Richard R. Sedgwick
761 Ida Street
Houtzdale, PA 16651

DATE: FEB 25 2003

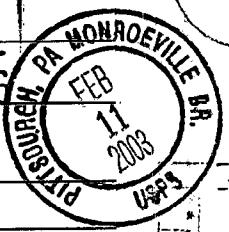
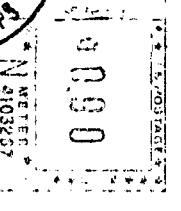

DAVID ABRAMS, ESQUIRE

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the original of the within notice required to be served upon the Defendant pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure was directed by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 11th day of FEBRUARY, 2003, as indicated on the sender's postal receipt form 3817 of the United States Postal Service attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "A", hereof.



DAVID ABRAMS, ESQUIRE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:	ABRAMS & MAZER ATTORNEYS AT LAW SUITE 207-ALSTAN MALL MONROEVILLE, PA 15146	
One piece of ordinary mail addressed to: RICHARD R. SEDGWICK 761 IDA STREET HOUTZDALE, PA 16651		
  		

PS Form 3817, January 2001 FNB VS SEDGWICK

EXHIBIT



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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, Successor-In- :
Interest to Promistar Bank, :
f/k/a LAUREL BANK, :
Plaintiff : No. 03-02-CD
vs :
RICHARD R. SEDGWICK, :
Defendant :

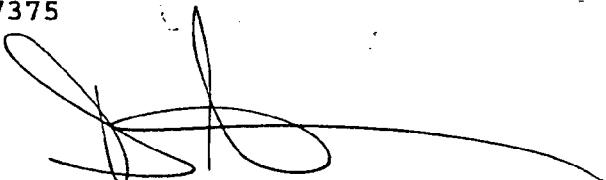
TO: RICHARD R. SEDGWICK
761 Ida Street
HOUTZDALE, PA 16651

Date of Notice: FEBRUARY 11, 2003

IMPORTANT NOTICE

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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108
800-692-7375



David Abrams, Esquire
ABRAMS & MAZER
Alstan Mall, Suite 207
2526 Monroeville Boulevard
Monroeville, PA 15146
(412) 829-7733
Telefax: (412) 829-0689
Pa. Supreme Ct. #15983

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

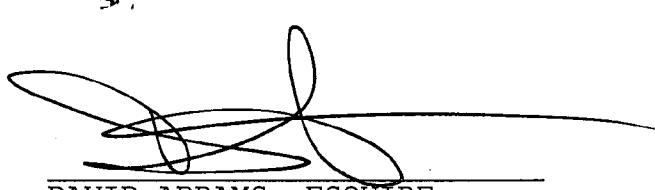
: SS:

COUNTY OF CLEARFIELD :

I hereby verify that I have been advised and believe that RICHARD R. SEDGWICK, the above named Defendant, is not presently in the active military service of the United States of America and after that he is not a member of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor is she engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, nor has she, to the best of this affiant's knowledge, enlisted in military service covered by this act; that the averments herein set forth, insofar as they are within his knowledge are correct and true; and insofar as they are based on information received from others, are true and correct, and he verily believes.

This affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940. And further, I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904, relating to unsworn falsification to authorities.

DATE: FEB 25 2003


DAVID ABRAMS, ESQUIRE

FILED

18:30 PM
FEB 27 2003

William A. Shaw
Prothonotary



NOTICE OF JUDGMENT

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

First National Bank of Pennsylvania

Vs.

No. 2003-00002-CD

Richard R. Sedgwick

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$8,585.70 on February 27, 2003.

William A. Shaw
Prothonotary

William A. Shaw

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

COPY

First National Bank of Pennsylvania
Plaintiff(s)

No.: 2003-00002-CD

Real Debt: \$8,585.70

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard R. Sedgwick
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 27, 2003

Expires: February 27, 2008

Certified from the record this 27th 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

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-In-
Interest to Promistar Bank,
f/k/a LAUREL BANK,

Plaintiff

NO. 03-02-CD

vs

RICHARD R. SEDGWICK,

ISSUE NO.

Defendant

DOCUMENT:

Notice of Deposition

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

X David Abrams, Esquire
#15983

 Ira R. Mazer, Esquire
#18163

ABRAMS & MAZER
Firm No. 410
Suite 207-Alstan Mall
2526 Monroeville Blvd.
Monroeville, PA 15146
(412) 829-7733

FILED

APR 08 2003

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-In-
Interest to Promistar Bank,
f/k/a LAUREL BANK, :

Plaintiff : NO. 03-02-CD

vs :

RICHARD R. SEDGWICK, :

Defendant :

NOTICE OF DEPOSITION

TO: RICHARD R. SEDGWICK
761 IIDA STREET
HOUTZDALE, PA 16651

Please take notice that the deposition of **RICHARD R. SEDGWICK** will be taken on the 18TH day of APRIL, 2003 at 11:00 o'clock A.M. at the offices of ABRAMS & MAZER, Attorneys at Law, Suite 207, Alstan Mall, Monroeville, PA 15146.

The scope and purpose of this deposition is to inquire into all facts and circumstances surrounding the assets of Defendant(s) for purposes of discovery in aid of execution.

You are required to bring with you any writing, drawing, graph, chart, photograph, phone record and other data, compilations from which information can be obtained which are in the possession of the Defendant(s), their agents, employees, representatives or attorneys or which are otherwise subject to his custody or control, which shall include but are not limited to the following:

1. **All** checking accounts in the name of Defendant(s), individually, or in which Defendant(s) may have an interest for the period of 1 year to date.
2. **All** documents representing real estate transactions in which the Defendant(s) has an ownership interest anywhere in the United States.
3. **Any** agreements which Defendant(s) may have with respect to purchase of real estate.

4. **Any** deeds or mortgages which the Defendant(s) may own or have a right to or any interest in.

5. **Any** notes, judgments or evidences of indebtedness which are owed by third parties to the Defendant(s).

6. **Any** insurance policies in which the Defendant(s) is named as owner or beneficiary.

7. **Any** evidences of ownership of government, municipal or corporate bonds or stock certificates.

8. **Any** evidences of ownership of safe deposit boxes or other safe keeping boxes and lists of items contained therein.

9. **All** copies of all documents where Defendant(s) is/are Plaintiff in any lawsuit.

10. **All** lists of any estates in which the Defendant(s) is/are or may become beneficiary of will inherit money or property in the United States.

11. **All** documents representing ownership of any annuities within which the Defendant(s) may be beneficiary or any trust fund for which Defendant(s) may be beneficiary and/or trustee.

12. **A complete itemized list of all personal property owned by Defendant(s).**

13. **All** Documents of title to which Defendant(s) has/have or may have an interest with respect to motor vehicles.

14. **A complete list** of all rental incomes which Defendant(s) has/have or may have.

15. **All** Copies of pension agreements in which Defendant(s) may have a beneficial interest.

16. **All** other pertinent information respecting the ownership of property which Defendant(s) now have/has or may have in the future.

17. **Photocopy** of your 2000 and 2001 Income tax returns.

18. **Award letter from state unemployment** if either Defendant is presently unemployed, or proof of denial of unemployment compensation.

ABRAMS & MAZER

By:

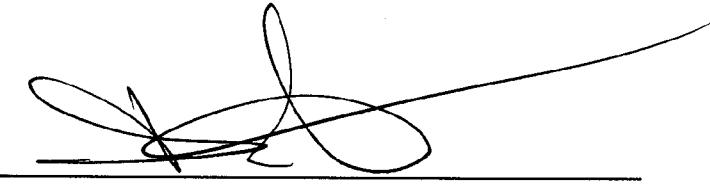
DAVID ABRAMS, ESQUIRE

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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, Successor-In- :
Interest to Promistar Bank, :
f/k/a LAUREL BANK, :
:
Plaintiff : NO. 03-02-CD
vs :
RICHARD R. SEDGWICK, :
Defendant :
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct photocopy of the Notice of Deposition was served by regular mail deposited from the Monroeville Branch of the U.S. Postal Service upon RICHARD R. SEDGWICK, 761 IDA STREET, HOUTZDALE, PA 16651 on April 3, 2003.


DAVID ABRAMS, ESQUIRE

FILED

NOCC

APR 13 2003

ED
HES

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-In-
Interest to Promistar Bank,
f/k/a LAUREL BANK,

Plaintiff

NO. 03-02-CD

vs

RICHARD R. SEDGWICK,

ISSUE NO.

Defendant

DOCUMENT:

Bill of Costs

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

X David Abrams, Esquire
#15983
 Ira R. Mazer, Esquire
#18163

ABRAMS & MAZER
Firm No. 410
Suite 207-Alstan Mall
2526 Monroeville Blvd.
Monroeville, PA 15146
(412) 829-7733

FILED

APR 08 2003

William A. Shaw
Prothonotary

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, Successor-In-
Interest to Promistar Bank,
f/k/a LAUREL BANK, :
:

Plaintiff : NO. 03-02-CD
vs :
RICHARD R. SEDGWICK, :
Defendant :
:

BILL OF COSTS

Discovery in Aid of Execution -- Deposition \$ 250.00

TOTAL: \$ 250.00

ABRAMS & MAZER

BY:

DAVID ABRAMS, ESQUIRE

ABRAMS & MAZER
ATTORNEYS AT LAW
Suite 207 - Alstan Mall
2526 Monroeville Boulevard
Monroeville, Pennsylvania 15146
(412) 829-7733 * Fax (412) 829-0689

David Abrams
Ira R. Mazer

TO: William Shaw, Prothonotary
Courthouse
One North 2nd Street
Clearfield, PA 16830

FROM: David Abrams, Esquire
DATE: April 3, 2003
RE: FNB vs Sedgwick
CASE NO.: 03-02-CD
FILE NO.:

TRANSMITTAL

PLEASE FIND ENCLOSED THE FOLLOWING:

PURPOSE CODE:

A. REVIEW AND RETURN	D. FOR YOUR INFORMATION
B. RETAIN	E. TO BE RETURNED IN ____ DAYS
C. FOR APPROVAL	F. REVIEW AND CALL
	G. NOTIFICATION OF HEARING DATE, TIME, PLACE

REMARKS: _____

FILED

NO

cc

APR 19 2003
APR 08 2003

William A. Shaw
Prothonotary