

03-98-CD

CORNING CREDIT UNION vs. RONALD D. MILLER, JR. et al

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ATTN:

(Kim Jones)

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D. MILLER, JR. AND
EILEEN E. JOHNSON

Defendants

No. 03-98-Q

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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#02792750 & 02792760

FILED

JAN 23 2003

William A. Shaw
Prothonotary

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No.

RONALD D. MILLER, JR. AND
EILEEN E. JOHNSON

Defendants

COMPLAINT IN CIVIL ACTION AND 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 an 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

1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation having offices at One Credit Union Plaza, Corning, NY 14830.
2. Defendant is an adult individual residing at RD 1, Box 83, Coalport, PA 16627.

COUNT I – ACCOUNT NO. 1853560-149 AGAINST RONALD D. MILLER, JR. AND EILEEN E. JOHNSON

3. On or about December 7, 1998, Defendants duly executed a Loanliner Advance Request Voucher and Security Agreement (hereinafter the "Contract") in favor of Plaintiff, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendants took possession of the vehicle more particularly identified in the Contract as a 1998 Suzuki VS 1400, Serial Number JS1VXS1L9WZ100533.

5. Plaintiff avers that Defendants are in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$2,303.92 is due from Defendants as of December 31, 2002.

7. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 7.75% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

9. Plaintiff avers that such attorneys' fees will amount to \$460.00.

10. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Ronald D. Miller, Jr. and Eileen E. Johnson, jointly and severally, in the amount of \$2,763.92 with continuing interest thereon at the Contract rate of 7.75% per annum from December 31, 2002 and costs.

COUNT II – ACCOUNT NO. 1853560-151
AGAINST RONALD D. MILLER JR. ONLY

11. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

12. On or about April 12, 2002, Defendant, Ronald D. Miller, Jr., duly executed a Loanliner Advance Request Voucher and Security Agreement (hereinafter the "Contract") in favor of Plaintiff, a true and correct copy of said Contract is attached hereto, marked as Exhibit "2" and made a part hereof.

13. Pursuant to said Contract, Defendant, Ronald D. Miller, Jr., took possession of the vehicle more particularly identified in the Contract as a 1995 Chevrolet C1500, Serial Number 1GCEK14Z2ZSZ127460.

14. Plaintiff avers that Defendant, Ronald D. Miller, Jr., is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

15. Plaintiff avers that a balance of \$4,625.96 is due from Defendant, Ronald D. Miller, Jr., as of December 31, 2002.

16. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 9.50% per annum.

17. Although repeatedly requested to do so by Plaintiff, Defendant, Ronald D. Miller, Jr., has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, Ronald D. Miller, Jr., individually, in the amount of \$4,625.96 with continuing interest thereon at the Contract rate of 7.75% per annum from December 31, 2002 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.

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

A handwritten signature in dark ink, appearing to read 'William T. Molczan', is written over a horizontal line.

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#:02792750 & 02792760



CORNING CREDIT UNION

One Credit Union Plaza, P O Box 1450
Corning NY 14830-1050
(607) 962-3144 - Local (800) 677-8506 - Outside Corning/Elmira

BOOKED

LIEN CARRIED FORWARD

LOANLINER®

Advance Request Voucher and Security Agreement

APPLICANT: **RONALD D MILLER JR**

DATE: **09-14-1999**

1 Member Information

YOU REQUEST THIS ADVANCE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR LOANLINER CREDIT AGREEMENT

DATE 09-14-1999	PURPOSE REWRITE TO LOWER PAYMENT	<input type="checkbox"/> WITHIN CREDIT LIMITS
NAME(S) RONALD D MILLER JR	MEMBER NUMBER 1853560	AMOUNT REQUESTED \$7,809.95

2 Security Offered

IN ADDITION TO THE PLEDGE OF SHARES IN YOUR QWIKLOAN AGREEMENT, YOU GIVE THE CREDIT UNION A SECURITY INTEREST IN THE FOLLOWING PROPERTY UNDER THE PERMANENT SECURITY AGREEMENT CONTAINED WITHIN THIS VOUCHER AGREEMENT WITH THIS VOUCHER

YEAR/VALUE	MAKE/MODEL	TYPE/COLOR	STATE	ID #
1998 7,975.00	SUZUKI	VS1400	PA	JS1VXS1L9WZ100533

COLLATERAL PLEDGED BY:

SHARES SECURED	MEMBER NAME	MEMBER NUMBER
\$		0

***SEE ATTACHMENT FOR CHANGES IN DEBTS, EMPLOYMENT AND INCOME.**

3 Payment Terms

YOU ARE RESPONSIBLE FOR THE PAYMENTS EVEN IF YOUR PAYROLL DEDUCTION/DIRECT DEPOSIT IS SLOW IN STARTING OR INCREASING OR IF YOU DRAW MONEY OUT OF YOUR SHARE ACCOUNT THAT WAS TO BE USED FOR YOUR LOAN PAYMENT.

LOAN NUMBER	TYPE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE
149	MC	7.750 %	0.021233 %
PAYMENT SOURCE	PG#	ACCOUNT	DATE DUE
D	7	1	10-29-1999
			NEW PAYMENT
			\$ 169.36
		AMOUNT ADVANCED	NEW LOAN BALANCE
		\$ 7,809.95	\$ 7,809.95

4 Proceeds

☐ SEE ATTACHED FUTURE OPTIONS ADDENDUM - PAYMENT TERMS CONTINUED

CHECKS ISSUED:	AMOUNT	DEPOSIT TO ACCOUNT:
		\$ 0.00
		PAID ON ACCOUNT/LOAN(S): \$ 7,809.95

5 Election of Credit Insurance

IF THIS IS YOUR FIRST ADVANCE FOR THIS SUBACCOUNT YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S). IF THIS IS AN ADD-ON TO AN EXISTING SUBACCOUNT, COVERAGE(S) WILL REMAIN THE SAME UNLESS YOU REQUEST A CHANGE IN COVERAGE AND MEET THE COVERAGE REQUIREMENTS AT THIS TIME. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THE CREDIT INSURANCE DISCLOSURE WHICH DISCLOSED THAT THE CREDIT INSURANCE IS VOLUNTARY AND STATED THE COST OF THE INSURANCE. DO YOU MEET ALL THE ELIGIBILITY REQUIREMENTS STATED ON YOUR ORIGINAL APPLICATION? ☐ YES ☐ NO

YOU ELECT THE FOLLOWING COVERAGE(S). SIGN WHETHER OR NOT INSURANCE ELECTED		COST PER \$1000 OF YOUR MONTHLY ADVANCE BALANCE
SINGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	\$ 1.95
SINGLE CREDIT LIFE	<input checked="" type="checkbox"/>	\$.45
JOINT CREDIT LIFE	<input type="checkbox"/>	\$.72

DATE

SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED

DATE OF BIRTH

SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED

DATE OF BIRTH

DATE

☐ MEMBER'S COPY

EXHIBIT

Signatures

YOU MUST SIGN AND RETURN THIS FORM TO THE CREDIT UNION IF THIS IS A COLLATERAL LOAN AND THE PROCEEDS ARE DEPOSITED INTO SHARES

If you have pledged property to secure this advance, refer to the Permanent Security Agreement section of your Qwikloan LOANLINER Credit Agreement/Line of Credit and Truth, and Lending Disclosure on this Voucher Document. If you agree to make and be bound by the promises in the Security Agreement, sign below or sign under the acknowledgment on the advance proceeds check. By signing below or on the advance proceeds check, you also agree to make payments of the amount and at the time shown in the payment terms section. If one of more of the items below is checked, you also agree to its term(s).

☐ YOU ARE RECEIVING A CASH/CHECK ADVANCE.

☐ YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION.

☐ THE CHANGE IN THE TERM(S) OF YOUR LOANLINER AGREEMENT MARKED WITH A STAR(*).

DATE

SIGNATURE

DATE

SIGNATURE

In this Agreement, the words, "you" and "your" refer to all those persons signing this Agreement or any document incorporating this Agreement, including all borrowers and co-borrowers. The words "credit union" refer to Corning Federal Credit Union.

SECURITY - To protect the credit union if you default on any debt you at any time owe the credit union, you give the credit union what is known as a security interest in any property listed on any check or draft constituting or receipt evidencing a secured advance made under the Qwikloan LOANLINER Credit Agreement/Line of Credit or listed on an Advance Request Voucher and Security Agreement you sign. This Agreement and the check, draft, receipt or agreement with the credit union. When you sign the check, the draft, or Advance Request Voucher, or withdraw all or part of the advance from your account, you agree to the grant of the security interest.

The debts secured by the security interest you are giving the credit union include all debts you currently owe the credit union and all debts you may owe the credit union in the future, whether or not the debts arise under this Qwikloan Agreement and whether or not you expressly refer to this security interest when you incur the debt. However, a security interest in your dwelling or household goods, if any, secures only the advance for which it is given. This security interest covers the Secured Property together with any additions to it or replacements for it acquired within 10 days of the advance, and proceeds from any sale or other disposition of it.

OWNERSHIP OF SECURED PROPERTY - You promise that you are the only owner of the Secured Property. No security interests or other interest such as mortgages exist against the Secured Property except for those you give the credit union by this Agreement. If the loan advance is made to provide you with funds to purchase the Secured Property, you promise to use the advance for that purpose. You own the Secured Property free and clear and will not allow anyone else to obtain any interest in it. You will pay all costs and expenses, including reasonable attorney fees, necessary to assure that no one else can make any claim to the Secured Property.

PROTECTION OF THE CREDIT UNION'S SECURED INTEREST - You authorize the credit union to take any action the credit union decides is necessary to protect the credit union's security interest. The credit union may file financing statements and other official documents relating to the Secured Property in any appropriate public office. The credit union may file such statements or other notices of interest in the Secured Property will be on file at any public office except those the credit union files. You will make sure that the credit union is listed as the only lien holder on any certificate of title to a motor vehicle which is collateral under this Agreement. You will provide the credit union with all documents necessary to create and protect its security interest.

TRANSFERS OF SECURED PROPERTY - You will not sell, transfer or offer to sell or transfer the Secured Property without first getting the credit union's written consent.

INSURANCE - You will keep insurance the credit union approves on the Secured Property. You may obtain insurance from anyone you want that is acceptable to the credit union. The insurance will cover normal risks such as fire, theft, and so-called extended coverage. If the Secured Property includes motor vehicles, you will obtain collision insurance. Your insurance will show the credit union's interest in the property. The insurance will provide for payment to the credit union in the amount of your debt. You authorize the credit union to make settlements with the insurance company and to take any money paid by it. You will give the credit union 10 days written notice before the insurance policies are canceled.

MAINTENANCE - You will keep the Secured Property in good order and repair. You will not do anything to decrease the value of the Secured Property. You will not violate any laws in using the Secured Property. The credit union may inspect the Secured Property at any time no matter where it is located.

TAXES - You will pay all taxes related to the Secured Property or this Agreement.

RIGHTS OF THE CREDIT UNION - The credit union may pay any taxes relating to the Secured

Property at any time. The credit union may also make payments or take any other steps to remove any other interests in the Secured Property. The credit union may insure or maintain the credit union for any costs or payments they make under this section and you will pay interest on those payments at the rate then being charged by the credit union for advances under the "Signature Subaccount" with repayment up to 24 months from the date the credit union makes the payment until the date you reimburse us.

YOUR RIGHTS - You may keep and use the Secured Property unless you default under this Agreement.

FAILURE TO KEEP THE AGREEMENT (DEFAULT) - Without giving you notice, the credit union can require that you repay all your obligations immediately if:

- You do not make any payments on time, or
- You default under or fail to keep any agreement with the credit union, or
- You fail to remain a member in good standing of the credit union due to your failure to maintain at least the minimum amount required in your share account or otherwise, or
- Any bankruptcy petition is filed by or against you or anyone is appointed to take charge of your property for creditors, or
- Any person tries to legally take any of your property in the credit union's possession, or
- You did not tell the entire truth, or did not list all your debts, in obtaining credit from the credit union, or
- You die or become legally unable to handle your affairs, or
- The credit union honestly believes you cannot repay your obligations on time, or
- You fail to give the credit union notice within ten days after you change or terminate your employment or your income is reduced for any reason other than retirement.

These events are called "defaults". The credit union is not required to use any security it has before enforcing its rights against you or any co-borrower.

OUR REMEDIES UPON DEFAULT - If you default, the credit union can demand immediate payment of all your debts to us. The credit union may also exercise any other legal rights such as repossessing the Secured Property and on ten days prior notice, selling it to pay part or all of your debts to the credit union. If the advance on which you defaulted was used for the purpose of financing your motor vehicle, this section does not alter any right of redemption you may have under New York Law. If you leave any property that is not covered by this Agreement in Secured Property, the credit union will not be responsible for that property and if you do not claim it within 10 days of repossession, you will be deemed to have abandoned it. You will have to pay the credit union any amount that remains unpaid after the money from the sale is applied to pay the loans and other amounts you owe the credit union. If there is any money left over after payment all amounts you owe the credit union, the credit union will pay that money to you.

COLLECTION COSTS - If you default and the credit union has to sue you or take other action to collect what you owe, you will pay the credit union's costs and its reasonable attorneys' fees.

FAILURE TO EXERCISE RIGHTS - You understand that the credit union may accept partial or late payments (even marked "paid in full") without losing any of its rights on default. The credit union may also delay or fail to exercise any rights under this Agreement without losing its ability to exercise those rights any other time.

SUCCESSORS - Anyone taking your place such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement.

CO-BORROWERS - If you sign as a co-borrower, you agree to be equally responsible with the borrower. The credit union does not have to notify you if debts are not paid. The credit union can change the terms of any agreement with the borrower and release any Secured Property without notifying you and you will not be released from responsibility.

STATE LAW - This Agreement will be interpreted according to and enforced under New York State and Federal Laws.

CREDIT UNION INFORMATION

09-14-1999

LOAN STATUS: **APPROVED**

COMMENTS:

CO-SIGNER(S):

NAME

SOCIAL SECURITY NUMBER

000-00-0000

000-00-0000



MEMBER DECLINED INSURANCE



LOAN CHECK STAMPED FOR INSURANCE



INSURANCE ELECTION FORM SENT



N/A



CORNING CREDIT UNION

One Credit Union Plaza, P O Box 1450
Corning NY 14830-1050
(607) 962-3144 - Local (800) 677-8506 - Outside Corning/Elmira

LOANLINER®
Application

Ronald Miller
18535500

APPLICANT: EILEEN E JOHNSON

DATE: September 14, 1999

1

Please read the agreement for the services available to you through Corning Federal Credit Union

You are

Applying for:

- ☒ QwikLoan plan
☐ VISA Credit Card Account

CO-X

2

APPLICANT

CO-APPLICANT

Applicant
Information

NAME EILEEN E JOHNSON		MEMBER NUMBER 14210	
DRIVERS LICENSE NUMBER		STATE	
BIRTH DATE 07-10-1959	SOCIAL SECURITY NUMBER 176-52-2320		
HOME PHONE 814 672 3907	BUSINESS PHONE		
PRESENT ADDRESS RR 1 BOX 83 COALPORT PA 16627		FROM: 12-12-1984	
PREVIOUS ADDRESS		FROM/TO:	
AGES OF DEPENDENTS (excludes self)			

3

Employment
Information

NAME OF EMPLOYER CORNING INC		NAME OF EMPLOYER	
POSITION PANEL INSPECT		POSITION	
START DATE 07-01-1995		START DATE	
INCOME \$ 2,286.27 GROSS \$ NET		INCOME \$ GROSS \$ NET	
NAME OF PREVIOUS EMPLOYER		NAME OF PREVIOUS EMPLOYER	
POSITION		POSITION	
START DATE		START DATE	
INCOME \$ GROSS \$ NET		INCOME \$ GROSS \$ NET	
WHERE: ENDING/SEPARATION DATE: <input type="checkbox"/> DUTY STATION TRANSFER DURING NEXT YEAR		WHERE: ENDING/SEPARATION DATE: <input type="checkbox"/> DUTY STATION TRANSFER DURING NEXT YEAR	

4

Other
Income

NOTICE Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.	
\$ 400.00 MONTHLY SOURCE C	\$ MONTHLY SOURCE
\$ MONTHLY SOURCE	\$ MONTHLY SOURCE

5

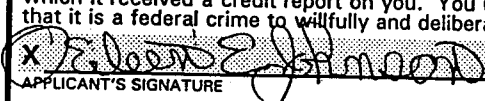

Reference

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6

Financial
Information

DO YOU HAVE ANY OUTSTANDING JUDGEMENTS?		<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU EVER FILED FOR BANKRUPTCY OR HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13 IN THE PAST 10 YEARS?		<input type="checkbox"/>	<input type="checkbox"/>
HAVE YOU HAD PROPERTY FORECLOSED UPON IN THE LAST 7 YEARS?		<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU PARTY TO A LAWSUIT?		<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU OTHER THAN A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?		<input type="checkbox"/>	<input type="checkbox"/>
IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?		<input type="checkbox"/>	<input type="checkbox"/>
ARE YOU A COMAKER OR GUARANTOR ON ANY LOAN NOT LISTED IN ITEM 8 DEBT SECTION?		<input type="checkbox"/>	<input type="checkbox"/>

7	Assets	DESCRIPTION	VALUE	PLEGGED	DESCRIPTION	VALUE	PLEGGED
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
				<input type="checkbox"/>			<input type="checkbox"/>
		Checking Account:			Checking Account:		
		Savings Account:			Savings Account:		
8	Debts	CREDITOR	PRESENT BALANCE	MONTHLY PAYMENT			
		CORESTATE BANK OF DE N	0.00	0.00			
		SEARS	0.00	0.00			
		SEARS	67.00	10.00			
		SEARS	0.00	0.00			
		SUZUKI	1,300.00	55.00			
		MBNA AMERICA BANK NA	0.00	0.00			
		BOFA	0.00	0.00			
		FIRST CARD	0.00	0.00			
		MBNA AMERICA BANK NA	0.00	0.00			
		STANDARD MORTGAGE CORP	3,744.00	237.00			
		CITIBANK MASTERCARD	3,342.00	54.00			
		MID STATE BANK	4,102.00	256.00			
		CHASE	2,650.00	79.50			
		NATIONAL CITY CARD SER	4,834.00	120.00			
		HBSBNA MG	0.00	0.00			
		HRSUSA/KMART	0.00	0.00			
		J C PENNEY	0.00	0.00			
		(NOTE - THIS SECTION WILL EXTEND TO MULTIPLE PAGES UNTIL ALL DEBTS HAVE BEEN LISTED REMAINDER OF THIS FORM WILL THEN BE APPENDED)					
9	Signatures	You promise that everything you have stated in this application is correct to the best of your knowledge and the above information is a complete listing of all your debts and obligations. You authorize the credit union to obtain credit reports in connection with this application for credit and for any update, renewal or extension of the credit recieved. If you request, the credit union will tell you the name and address of any credit bureau from which it received a credit report on you. You understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on loan applications made to Federal Credit Unions.					
		You Have Received And Read The Agreement For Each Service You Have Applied For, Permanent Security Agreement and the Addendum. By signing below, you agree to be bound by the terms of your agreements for each service checked on the front of this application.					
		X 			X 		
		APPLICANT'S SIGNATURE			CO-APPLICANT'S SIGNATURE		
10	Credit Union Information	ACTION TAKEN ON APPLICATION: QUALIFIED CO-SIGNER					
		CO-SIGNER FOR / ORIGINATION DATE:					
		<input type="checkbox"/> RONALD MILLER JR 4/99					
		<input type="checkbox"/> RONALD MILLER JR 9/99					
		<input type="checkbox"/>					
		<input type="checkbox"/>					
		<input type="checkbox"/>					

Guaranty Agreement



CORNING CREDIT UNION

One Credit Union Plaza, P O Box 1450
Corning NY 14830-1050
(607) 962-3144 - Local (800) 677-8506 - Outside Corning/Elmira

BASIC GUARANTY

To induce CORNING FEDERAL CREDIT UNION (the "Credit Union")
to lend money or give credit to RONALD D MILLER JR (the "Borrower"),
you (the "Guarantor(s)"), jointly and severally if more than one, guarantee prompt and full payment when due
the following debt, including principal, interest, and all amounts the borrower owes which might include
collection costs, taxes on the collateral, insurance costs, etc.

☒ The Borrower's specific obligation to the Credit Union described as follows: 1853560 149

WHEN YOU MUST PAY

If the Borrower fails to pay the debt when due you promise to pay the debt to the Credit Union upon demand.
The Credit Union can demand that you pay the debt even if it does not try to collect from the Borrower and
without enforcing any security interests the Borrower has given the Credit Union.

SECURITY

You pledge all shares and/or deposits in any of your joint and individual accounts at the Credit Union as security
for your promise. The Credit Union has the right to apply your shares and/or deposits towards what you owe if
you are in default under this agreement. Shares and/or deposits in any account which would lose special tax
treatment if subject to the right of set-off or the pledge of shares and/or deposits is excluded from that right of
set-off or pledge of shares.

NO NOTICE REQUIRED

This guaranty remains in effect even though you are not given notice of the following:

- (1) If the Borrower fails to pay any amount due.
- (2) Of any action taken by the Credit Union with respect to property given by the Borrower as security for the debt.
- (3) Of any new debts with the Credit Union incurred by the Borrower.
- (4) Of any renewal, extension or substitution of any of the Borrower's debts.
- (5) Of the acceptance by the Credit Union of this guaranty.

CONTINUED EFFECTIVENESS OF THIS AGREEMENT

This Agreement will remain in effect in spite of any arrangements the Credit Union may make with the
Borrower, or others, or if the circumstances affecting the Borrower's relationship with the Credit Union change.
For example, your obligations under this Agreement will not change if: (1) the Credit Union gives other credit to
the Borrower; (2) the Credit Union releases or changes the agreements governing other property securing the
Borrower's obligations; (3) the Credit Union does not properly secure its interest in property offered as security
for the Borrower's obligations; (4) the Borrower files for bankruptcy or becomes insolvent; (5) the Credit Union
agrees to any changes in the terms of the Borrower's obligations, including renewals, releases, extensions of
time, settlements, or compromises of such obligations.

PAYMENTS

The Credit Union has the right to apply payments by the Borrower to any of the Borrower's debts in any order
the Credit Union elects.

YOU MAY BE SUED

You may be sued for payment of the debt if the Borrower is in default and you do not pay the amount you have
guaranteed.

OTHER GUARANTORS NO WAIVER OF RIGHTS WHO IS BOUND

If more than one Guarantor signs this agreement, the Credit Union can release or settle with any of the
Guarantors at any time without affecting the liability of the others.

The Credit Union can delay enforcing any of its rights under this Agreement without losing them.

Each person who signs below is bound jointly and severally, meaning that each person who signs is fully
responsible to perform all the obligations of this Agreement. The Credit Union can enforce this Agreement
against your heirs and legal representatives.

CHANGES

This Agreement represents your entire agreement with the Credit Union. It may not be changed except by
written agreement, signed by you and the Credit Union.

GUARANTOR

WITNESS

SIGNATURES

PRINT NAME

X Edmond E. Johnson
SIGNATURE

DATE

PRINT NAME

X
SIGNATURE

DATE

PRINT NAME

X
SIGNATURE

DATE

PRINT NAME

X
SIGNATURE

DATE

PRINT NAME

X C. Duff
SIGNATURE

9/14/99

DATE

PRINT NAME

X
SIGNATURE

DATE

PRINT NAME

X
SIGNATURE

DATE

PRINT NAME

X
SIGNATURE

DATE

STANDARD
INSURANCE

SIGNATURE

PRINT NAME

DATE

DATE

DATE

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DATE

DATE

DATE

Federal Notice to Co-Signer

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the Borrower. The creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

New York State Notice to Co-Signer

You agree to pay the debts incurred from time to time on the account identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person opening the account is able to pay.

You should know that the Limit of Liability listed below does not include court costs or attorney's fees, or other costs or charges that may be stated in the agreement. You will also have to pay some or all of these costs and charges if the agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

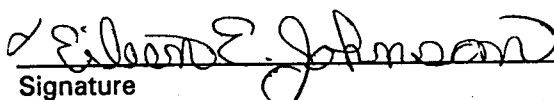
This notice is not the agreement, or other writing that obligates you to pay. Read that writing for the exact terms of your obligations and of your rights to limit or end your obligations.

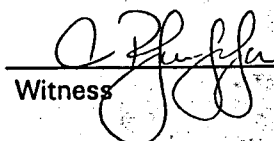
Identification of Account(s) You May Have to Pay

Name of Debtor RONALD D MILLER JR	Name of Creditor Corning Credit Union	Date 09-14-99
Kind of Account MOTORCYCLE LOAN	Limit of Liability \$ 7,809.95	

I have been given a completed copy of this notice and of each writing that obligates me or the Debtor on this account.

9/14/99
Date


Signature


Witness

Open-End



CORNING CREDIT UNION

One Credit Union Plaza, P O Box 1450
Corning NY 14830-1050
(607) 962-3144 - Local (800) 677-8506 - Outside Corning/Elmira

LIEN CARRIED ☒

LOANLINER®

Advance Request Voucher and Security Agreement

APPLICANT: **RONALD D MILLER JR**

DATE: **04-12-2002**

1 Member Information

YOU REQUEST THIS ADVANCE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR LOANLINER CREDIT AGREEMENT

DATE 04-12-2002	PURPOSE	<input type="checkbox"/> , WITHIN CREDIT LIMITS
NAME(S) RONALD D MILLER JR	MEMBER NUMBER 1853560	AMOUNT REQUESTED \$ 6,031.66

2 Security Offered

IN ADDITION TO THE PLEDGE OF SHARES IN YOUR QWIKLOAN AGREEMENT, YOU GIVE THE CREDIT UNION A SECURITY INTEREST IN THE FOLLOWING PROPERTY UNDER THE PERMANENT SECURITY AGREEMENT CONTAINED WITHIN THIS VOUCHER AGREEMENT WITH THIS VOUCHER

YEAR/VALUE	MAKE/MODEL	TYPE/COLOR	STATE	ID #
1995 10,500.00	CHEVROLET C1500			1GCEK14Z2SZ127460

COLLATERAL PLEDGED BY:

SHARES SECURED \$	MEMBER NAME	MEMBER NUMBER 0
----------------------	-------------	---------------------------

***SEE ATTACHMENT FOR CHANGES IN DEBTS, EMPLOYMENT AND INCOME.**

3 Payment Terms

YOU ARE RESPONSIBLE FOR THE PAYMENTS EVEN IF YOUR PAYROLL DEDUCTION/DIRECT DEPOSIT IS SLOW IN STARTING OR INCREASING OR IF YOU DRAW MONEY OUT OF YOUR SHARE ACCOUNT THAT WAS TO BE USED FOR YOUR LOAN PAYMENT.

LOAN NUMBER 151	LOAN TYPE MISC. COLLATERAL LOAN	ANNUAL PERCENTAGE RATE 9.500 %	DAILY PERIODIC RATE 0.026027 %
PAYMENT SOURCE	DATE DUE 05-01-2002	NEW PAYMENT \$ 203.00	
AMOUNT ADVANCED \$ 6,031.66		NEW LOAN BALANCE \$ 6,031.66	

4 Proceeds

☐ SEE ATTACHED FUTURE OPTIONS ADDENDUM - PAYMENT TERMS CONTINUED

CHECKS ISSUED:	AMOUNT	DEPOSIT TO ACCOUNT:
		MEMBER # ACCOUNT TITLE \$ AMOUNT
		1853560 SHARE SAVINGS 6,031.66
		PAID ON ACCOUNT/LOAN(S): \$ 0.00

5 Election of Credit Insurance

IF THIS IS YOUR FIRST ADVANCE FOR THIS SUBACCOUNT YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S). IF THIS IS AN ADD-ON TO AN EXISTING SUBACCOUNT, COVERAGE(S) WILL REMAIN THE SAME UNLESS YOU REQUEST A CHANGE IN COVERAGE AND MEET THE COVERAGE REQUIREMENTS AT THIS TIME. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THE CREDIT INSURANCE DISCLOSURE WHICH DISCLOSED THAT THE CREDIT INSURANCE IS VOLUNTARY AND STATED THE COST OF THE INSURANCE. DO YOU MEET ALL THE ELIGIBILITY REQUIREMENTS STATED ON YOUR ORIGINAL APPLICATION? ☐ YES ☐ NO

YOU ELECT THE FOLLOWING COVERAGE(S). SIGN WHETHER OR NOT INSURANCE ELECTED.	SINGLE CREDIT DISABILITY <input checked="" type="checkbox"/> RONALD D MILLER JR	COST PER \$1000 OF YOUR MONTHLY ADVANCE
	SINGLE CREDIT LIFE <input checked="" type="checkbox"/> RONALD D MILLER JR	\$ 2.25
	JOINT CREDIT LIFE <input type="checkbox"/> RONALD D MILLER JR	\$.55
		\$.85

SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED	DATE OF BIRTH	SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED	DATE OF BIRTH	DATE
--	---------------	--	---------------	------

☐ MEMBER'S

over →

over →

YOU MUST SIGN AND RETURN THIS FORM TO THE CREDIT UNION IF THIS IS A COLLATERAL LOAN AND THE PROCEEDS ARE DEPOSITED INTO SHARES

If you have pledged property to secure this advance, refer to the Permanent Security Agreement section of your Qwikloan LOANLINER Credit Agreement/Line of Credit and Truth, and Lending Disclosure on this Voucher Document. If you agree to make and be bound by the promises in the Security Agreement, sign below or sign under the acknowledgment on the advance proceeds check. By signing below or on the advance proceeds check, you also agree to make payments of the amount and at the time shown in the payment terms section. If one of more of the items below is checked, you also agree to its term(s).

☐ YOU ARE RECEIVING A CASH/CHECK ADVANCE.

☐ YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION.

☐ THE CHANGE IN THE TERM(S) OF YOUR LOANLINER AGREEMENT MARKED WITH A STAR(*).

04-12-2002

SIGNATURE

Ronald J. Miller Jr.

DATE

SIGNATURE

In this Agreement, the words, "you" and "your" refer to all those persons signing this Agreement or any document incorporating this Agreement, including all borrowers and co-borrowers. The words "credit union" refer to Corning Federal Credit Union.

SECURITY - To protect the credit union if you default on any debt you at any time owe the credit union, you give the credit union what is known as a security interest in any property listed on any check or draft constituting or receipt evidencing a secured advance made under the Qwikloan LOANLINER Credit Agreement/Line of Credit or listed on an Advance Request Voucher and Security Agreement you sign. This Agreement and the check, draft, receipt or Advance Request Voucher and Security Agreement together make up your entire security agreement with the credit union. When you sign the check, the draft, or Advance Request Voucher, or withdraw all or part of the advance from your account, you agree to the grant of the security interest.

The debts secured by the security interest you are giving the credit union include all debts you currently owe the credit union and all debts you may owe the credit union in the future, whether or not the debts arise under this Qwikloan Agreement and whether or not you expressly refer to this security interest when you incur the debt. However, a security interest in your dwelling or household goods, if any, secures only the advance for which it is given. This security interest covers the Secured Property together with any additions to it or replacements for it acquired within 10 days of the advance, and proceeds from any sale or other disposition of it.

OWNERSHIP OF SECURED PROPERTY - You promise that you are the only owner of the Secured Property. No security interests or other interest such as mortgages exist against the Secured Property except for those you give the credit union by this Agreement. If the loan advance is made to provide you with funds to purchase the Secured Property, you promise to use the advance for that purpose. You own the Secured Property free and clear and will not allow anyone else to obtain any interest in it. You will pay all costs and expenses, including reasonable attorney fees, necessary to assure that no one else can make any claim to the Secured Property.

PROTECTION OF THE CREDIT UNION'S SECURED INTEREST - You authorize the credit union to take any action the credit union decides is necessary to protect the credit union's security interest. The credit union may file financing statements and other official documents relating to the Secured Property in any appropriate public office. The credit union may file such financing statements without your signature on them. You will make sure that no financing statements or other notices of interest in the Secured Property will be on file at any public office except those the credit union files. You will make sure that the credit union is listed as the only lien holder on any certificate of title to a motor vehicle which is collateral under this Agreement. You will provide the credit union with all documents necessary to create and protect its security interest.

TRANSFERS OF SECURED PROPERTY - You will not sell, transfer or offer to sell or transfer the Secured Property without first getting the credit union's written consent.

INSURANCE - You will keep insurance the credit union approves on the Secured Property. You may obtain insurance from anyone you want that is acceptable to the credit union. The insurance will cover normal risks such as fire, theft, and so-called extended coverage. If the Secured Property includes motor vehicles, you will obtain collision insurance. Your insurance will show the credit union's interest in the property. The insurance will provide for payment to the credit union in the amount of your debt. You authorize the credit union to make settlements with the insurance company and to take any money paid by it. You will give the credit union 10 days written notice before the insurance policies are canceled.

MAINTENANCE - You will keep the Secured Property in good order and repair. You will not do anything to decrease the value of the Secured Property. You will not violate any laws in using the Secured Property. The credit union may inspect the Secured Property at any time no matter where it is located.

TAXES - You will pay all taxes related to the Secured Property or this Agreement.

RIGHTS OF THE CREDIT UNION - The credit union may pay any taxes relating to the Secured Property at any time. The credit union may also make payments or take any other

Property at any time. The credit union may also make payments or take any other steps to remove any other interests in the Secured Property. The credit union may insure or maintain and protect the Secured Property if it believes it to be necessary. You will promptly reimburse the credit union for any costs or payments they make under this section and you will pay interest on those payments at the rate then being charged by the credit union for advances under the "Signature Subaccount" with repayment up to 24 months from the date the credit union makes the payment until the date you reimburse us. YOUR RIGHTS - You may keep and use the Secured Property unless you default under this Agreement.

FAILURE TO KEEP THE AGREEMENT (DEFAULT) - Without giving you notice, the credit union can require that you repay all your obligations immediately if:

- You do not make any payments on time, or
- You default under or fail to keep any agreement with the credit union, or
- You fail to remain a member in good standing of the credit union due to your failure to maintain at least the minimum amount required in your share account or otherwise, or
- Any bankruptcy petition is filed by or against you or anyone is appointed to take charge of your property for creditors, or
- Any person tries to legally take any of your property in the credit union's possession, or
- You did not tell the entire truth, or did not list all your debts, in obtaining credit from the credit union, or
- You die or become legally unable to handle your affairs, or
- The credit union honestly believes you cannot repay your obligations on time, or
- You fail to give the credit union notice within ten days after you change or terminate your employment or your income is reduced for any reason other than retirement.

These events are called "defaults". The credit union is not required to use any security it has before enforcing its rights against you or any co-borrower.

OUR REMEDIES UPON DEFAULT - If you default, the credit union can demand immediate payment of all your debts to us. The credit union may also exercise any other legal rights such as repossessing the Secured Property and on ten days prior notice, selling it to pay part or all of your debts to the credit union. If the advance on which you defaulted, was used for the purpose of financing your motor vehicle, this section does not alter any right of redemption you may have under New York Law. If you leave any property that is not covered by this Agreement in Secured Property, the credit union will not be responsible for that property and if you do not claim it within 10 days of repossession, you will be deemed to have abandoned it. You will have to pay the credit union any amount that remains unpaid after the money from the sale is applied to pay the loans and other amounts you owe the credit union. If there is any money left over after payment all amounts you owe the credit union, the credit union will pay that money to you.

COLLECTION COSTS - If you default and the credit union has to sue you or take other action to collect what you owe, you will pay the credit union's costs and its reasonable attorneys' fees.

FAILURE TO EXERCISE RIGHTS - You understand that the credit union may accept partial or late payments (even marked "paid in full") without losing any of its rights on default. The credit union may also delay or fail to exercise any rights under this Agreement without losing its ability to exercise those rights any other time.

SUCCESSORS - Anyone taking your place such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement.

CO-BORROWERS - If you sign as a co-borrower, you agree to be equally responsible with the borrower. The credit union does not have to notify you if debts are not paid. The credit union can change the terms of any agreement with the borrower and release any Secured Property without notifying you and you will not be released from responsibility.

STATE LAW - This Agreement will be interpreted according to and enforced under New York State and Federal Laws.

CREDIT UNION INFORMATION

04-12-2002

LOAN STATUS: APPROVED

COMMENTS:

CO-SIGNER(S):

NAME

SOCIAL SECURITY NUMBER

CO-SIGNER KEYED INTO XP ☐

N/A ☐

000-00-0000

000-00-0000

☐ MEMBER DECLINED INSURANCE

☐ LOAN CHECK STAMPED FOR INSURANCE

☐ INSURANCE ELECTION FORM SENT

N/A ☐

PAYROLL:

☐ CHANGED

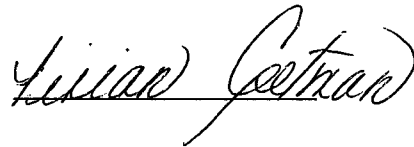
☐ NO CHANGE REQUIRED

☐ N/A

☐ ACH FORM MAILED

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsifications to authorities, that she is Vivian Getman, Assistant Treasurer of Corning Federal Credit Union, plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

A handwritten signature in cursive script, reading "Vivian Getman", written over a horizontal line.

FILED

Attg ad.

~~m/2:35:28~~
JAN 23 2003

95.00 (no overage)

acc sh ff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

13579

CORNING CREDIT UNION

03-98-CD

VS.

MILLER, RONALD D. JR. & EILEEN E. JOHNSON

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 29, 2003 AT 11:10 AM DST SERVED THE WITHIN COMPLAINT
ON EILEEN E. JOHNSON, DEFENDANT AT RESIDENCE, RD#1 BOX 83, COALPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EILEEN E. JOHNSON
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO.

NOW JANUARY 29, 2003 AT 11:10 AM EST SERVED THE WITHIN COMPLAINT
ON RONALD D. MILLER JR., DEFENDANT AT RESIDENCE, RED#1 BOX 83,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EILEEN E.
JOHNSON, ADULT AT RESIDENCE 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
42.20	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

14th 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. Hawkin
by Mandy Shaw
Chester A. Hawkin
Sheriff

FILED

FEB 11 2003

0111:30 am

William A. Shaw
Prothonotary

Page 1 of 1

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

CORNING CREDIT UNION

Plaintiff

vs.

EILEEN E. JOHNSON

Defendants

No. 03-98-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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#02792750

FILED

FEB 24 2003

William A. Shaw
Prothonotary

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98-CD

EILEEN E. JOHNSON

Defendants

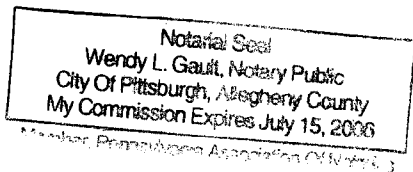
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without prejudice to refile and mark the costs paid.

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



By: William T. Koppers
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#02792750

SWORN TO AND SUBSCRIBED

before me this 7 day

of February 2003

Wendy L. Gault
NOTARY PUBLIC

FILED

copy of
disc. to
CIA

FEB 24 2003

William A. Shaw
Prothonotary

Disc. to Atty

WAS

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

COPY

CIVIL DIVISION

Corning Credit Union

Vs.

No. 2003-00098-CD

Ronald D. Miller Jr.

Eileen E. Johnson

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 24, 2003, marked:

Settle, Discontinue and End without prejudice

Record costs in the sum of \$95.00 have been paid in full by William T. Molczan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of February A.D. 2003.

William A. Shaw, Prothonotary

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

No. 03-98-CD

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

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#02792750/ 02792760

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

MAR 07 2003

m/333 / atty Molczan p 20.00
William A. Shaw
Prothonotary

not to be
State atty.

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98-CD

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

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

AND NOW, comes the Plaintiff, by counsel, and the Defendant, Ronald D. Miller, Jr. to Stipulate to Settlement and the Entry of Judgment by Consent, as follows:

1. Defendant, Ronald D. Miller, Jr., admits indebtedness to Plaintiff in the amount of \$4,625.96 with continuing attorneys' fees and interest thereon at the Contract rate of 7.75% per annum plus costs from December 31, 2002.

2. To secure the repayment of said indebtedness, Defendant, Ronald D. Miller, Jr., agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant in the amount of \$4,625.96 plus continuing interest thereon at the Contract rate of 7.75% per annum from December 31, 2002 and costs.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendant, Ronald D. Miller, Jr., causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) \$150.00 due by February 28, 2003;

(b) no less than \$150.00 per month due on the last day of each consecutive month thereafter for sixth months at which time the Defendant's financial situation will be reviewed.

4. All payments are to be made payable to the order of "Weltman, Weinberg & Reis, Co., L.P.A."

5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

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


7. Time is of the essence of this agreement and should the Defendant, Ronald D. Miller, Jr., fail to have in the hands of Plaintiff or 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, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. 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 non-performance of any duty undertaken by the Defendant, Ronald D. Miller, Jr., in this Stipulation which the parties agree is final and complete.

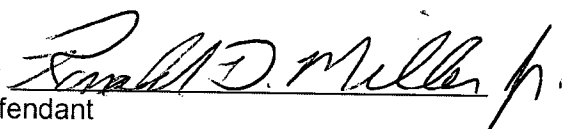
9. Intending to be legally bound, the parties pray for an appropriate order, and set their hands and seals this 27^m day of February, 2003.

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

RONALD D. MILLER, JR.

By: 
Defendant

COPY

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

Corning Credit Union
Plaintiff(s)

No.: 2003-00098-CD

Real Debt: \$4,625.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald D. Miller Jr.
Eileen E. Johnson
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: March 7, 2003

Expires: March 7, 2008

Certified from the record this 7th 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

COPY

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98-CD

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on March 7, 2003

(xx) Assumpsit Judgment in the amount
 of \$4,625.96 plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent

Prothonotary

Ronald D. Miller, Jr.
RR 1 Box 83
Coalport, PA 16627

By: 
PROTHONOTARY (OR DEPUTY)

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

No. 03-98-CD

AMENDED PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE
AS TO EILEEN JOHNSON ONLY

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN
PA I.D. #47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02792750/02792760

FILED

OCT 14 2003

William A. Shaw
Prothonotary

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

No. 03-98-CD

AMENDED PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE
AS TO EILEEN JOHNSON ONLY

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN
PA I.D. #47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02792750/02792760

FILED

SA
M 1:24 PM 1 CC

sent to Tilly

OCT 14 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Corning Credit Union

Vs.

No. 2003-00098-CD

Eileen E. Johnson

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 14, 2003, marked:

Discontinued, Settled and Ended as to Eileen Johnson ONLY.

Record costs in the sum of \$20.00 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of October A.D. 2003.

William A. Shaw, Prothonotary

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

CORNING CREDIT UNION

Plaintiff

No. 03-98-CD

vs.

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

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#02792750/ 02792760

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

OCT 30 2003

William A. Shaw
Prothonotary

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98-CD

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

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

AND NOW, comes the Plaintiff, by counsel, and the Defendant, Ronald D. Miller, Jr. to Stipulate to Settlement and the Entry of Judgment by Consent, as follows:

1. Defendant, Ronald D. Miller, Jr., admits indebtedness to Plaintiff as to Count I of Plaintiff's Complaint in the amount of \$2,763.92 with continuing interest thereon at the Contract rate of 7.75% per annum and as to Count II of Plaintiff's Complaint in the amount of \$4,625.96 with continuing attorneys' fees and interest thereon at the Contract rate of 7.75% per annum plus costs from December 31, 2002.

2. To secure the repayment of said indebtedness, Defendant, Ronald D. Miller, Jr., agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant as to Count I of Plaintiff's Complaint in the amount of \$2,763.92 with continuing interest thereon at the Contract rate of 7.75% per annum and as to Count II of Plaintiff's Complaint in the amount of \$4,625.96 with continuing attorneys' fees and interest thereon at the Contract rate of 7.75% per annum plus costs from December 31, 2002.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendant, Ronald D. Miller, Jr., causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) \$150.00 due by February 28, 2003;

(b) no less than \$150.00 per month due on the last day of each consecutive month thereafter for sixth months at which time the Defendant's financial situation will be reviewed.

4. All payments are to be made payable to the order of "Weltman, Weinberg & Reis, Co., L.P.A."

5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

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

7. Time is of the essence of this agreement and should the Defendant, Ronald D. Miller, Jr., fail to have in the hands of Plaintiff or 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, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. 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 non-performance of any duty undertaken by the Defendant, Ronald D. Miller, Jr., in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties pray for an appropriate order, and set their hands and seals this 13th day of March, 2003.

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

RONALD D. MILLER, JR.

By: 

Defendant

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98-CD

RONALD D. MILLER, JR. AND
EILEEN JOHNSON

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

(xx) Assumpsit Judgment in the amount
 of \$7,389.88 plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent

Prothonotary

Ronald D. Miller, Jr.
RR 1 Box 83
Coalport, PA 16627

By: _____
PROTHONOTARY (OR DEPUTY)

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

Corning Credit Union
Plaintiff(s)

No.: 2003-00098-CD

Real Debt: \$7,389.88

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald D. Miller Jr.
Eileen E. Johnson
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: October 30, 2003

Expires: October 30, 2008

Certified from the record this 30th day of October, 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

Date	Judge
08/15/2001	No Judge
✓ Filing: Civil Complaint Paid by: Ferraccio & Noble Receipt number: 1829937 Dated: 08/15/2001 Amount: \$80.00 (Check) Seven CC to Attorney Noble	
09/28/2001	No Judge
✓ Entry of Appearance on behalf of FLEETWOOD ENTERPRISES, INC., Defendant. Filed by s/Richard A. Bell, Esq. Cert of Svc no cc	
✓ Answer and New Matter. Filed by s/Richard A. Bell, Esq. Verification. s/Richard A. Bell, Esq. Cert of Svc no cc	No Judge
✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
✓ Plaintiffs' Reply to New Matter of Defendant Fleetwood Enterprises, Inc. Filed by s/Theron G. Noble, Esquire Cert of Svc no cc	No Judge
✓ Preliminary Objections filed by Defendant, Larry's Homes of PA, Inc. by Raymond J. Conlon, Esquire no cc.	No Judge
✓ Entry of Appearance filed by Raymond J. Conlon, Esquire on behalf of Defendant, Larry's Homes of PA, Inc. no cc.	No Judge
✓ Verification, Answer and New Matter, filed by Ann B. Wood, Esq. s/Forrest No Judge	No Judge
✓ Theobald, Vice President No CC	
✓ ORDER, NOW, this 28th day of January, 2002, re: Within 20 days Plaintiffs John K. Reilly Jr. shall supply to Defendant Larry Homes of PA, Inc. the owners manual from which its Exhibit A as attached to their Complaint, is extracted. by the Court, s/JKR, JR., P.J. 1 cc Atty Noble, Conlon, and Bell	
✓ Amended Civil Complaint. Filed by s/Theron G. Noble, Esq. Cert of Svc John K. Reilly Jr.	
02/12/2002	
✓ Defendant Larry's Homes of PA, Inc's Answer and New Matter to Plaintiffs' Amended Complaint. Filed by s/Cynthia P. Cafaro, Esq. Certificate of Service Verification s/Cynthia P. Cafaro, Esq. no cc	John K. Reilly Jr.
02/25/2002	John K. Reilly Jr.
✓ Defendant Larry's Homes of PA, Inc's Verification to Answer and New Matter to Plaintiffs' Amended Complaint. s/Kathleen G. Shea Cert. of Svc. no cc	
03/05/2002	John K. Reilly Jr.
✓ Plaintiffs Reply to New Matter of Defendant Larry's Homes. Filed by s/Theron G. Noble, Esq. Certificate of Service no cc	
03/12/2002	John K. Reilly Jr.
✓ Answer and New Matter to the Amended Complaint of the Plaintiffs. Filed by s/Richard A. Bell, Esq. Verification s/Richard A. Bell, Esq. Cert. of Svc. no cc	
03/14/2002	John K. Reilly Jr.
✓ Complaint To Join Additional Defendants. Filed by s/Cynthia P. Cafaro, Esq. Verification s/Cynthia P. Cafaro, Esq. 2 cc Sheriff	
04/12/2002	John K. Reilly Jr.
✓ Substitution of Verification to Complaint to Join Additional Defendants, on Behalf of Larry's Hopes of PA. filed by Cynthia P. Cafaro, Esq. Certificate of Service no cc	
04/18/2002	John K. Reilly Jr.
✓ Preliminary Objections to Complaint Joining Jim Burkett and Denise Burkett John K. Reilly Jr. as Additional Defendants. Filed by s/J. Michael Dorezas, Esq. Certificate of Service no cc	
04/29/2002	John K. Reilly Jr.
✓ Amended Complaint to Join Additional Defendants. filed by s/Cynthia P. Cafaro, Esq. Verification s/Cynthia P. Cafaro, Esq. Certificate of Service no cc	

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D MILLER JR

Defendant

No. 03-98 CD

PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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#02792750

FILED

m/3: Dlac
JUN 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 20.00
6 cc's writ packages
with Notice & claim
documents

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98 CD

RONALD D MILLER JR

Defendant

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 Ronald D. Miller, Jr., Defendant

3. Judgment Amount	\$ 7,389.88
Less payments of	\$ 4,000.00
Interest	\$ 1,531.06
Costs	\$ _____
SUBTOTAL:	\$ _____

Costs (to be added by Prothonotary):

Prothonotary costs \$ 155.00

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#02792750

CC-1

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

CORNING CREDIT UNION
Plaintiff

vs.

Civil Action No. 03-98 CD

RONALD D MILLER JR
Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs against: Ronald D. Miller, Jr. 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) 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\$ _____

Costs to be added.....\$ _____

Prothonotary costs 155.00

Prothonotary

William H. Hanger

Deputy

DATED: 6/19/06

WWR#02792750

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CORNING CREDIT UNION
Plaintiff

No. 03- 98CD

vs.

RONALD D MILLER JR
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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20383
NO: 03-98-CD

PLAINTIFF: CORNING CREDIT UNION

vs.

DEFENDANT: RONALD D. MILLER, JR.

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 06/12/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/13/2007

FILED

013:53/84
FEB 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED RONALD D. MILLER, JR.
DEPUTIES UNABLE TO LEVY, DEFENDANT WORKS OUT OF TOWN AND IS HOME ONLY ON THE WEEKENDS.

@ SERVED
NOW, JULY 13, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CLOSE THE WRIT OF EXECUTION.

@ SERVED
NOW, FEBRUARY 13, 2007 RETURNED THE WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20383
NO: 03-98-CD

PLAINTIFF: CORNING CREDIT UNION

vs.

DEFENDANT: RONALD D. MILLER, JR.


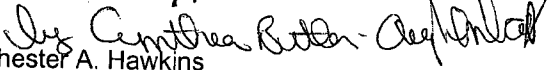
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$43.92

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D MILLER JR

Defendant

No. 03-98 CD

PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
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WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#02792750

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 09 2006

Attest.

William T. Molczan
Prothonotary/
Clerk of Courts

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. 03-98 CD

RONALD D MILLER JR

Defendant

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Less payments of \$ 4,000.00

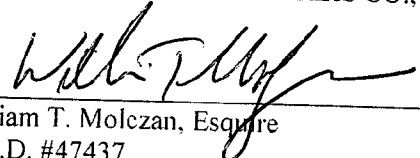
Interest \$ 1,531.06

Costs \$ _____

SUBTOTAL: \$ _____

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 155.00

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

By: 
William T. Moleczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
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(412) 434-7955

WWR#02792750

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

CORNING CREDIT UNION
Plaintiff

vs.

Civil Action No. 03-98 CD

RONALD D MILLER JR
Defendant

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Amount due\$ _____

Costs to be added.....\$ _____

Prothonotary costs 155.00

Prothonotary



Deputy

DATED: 6/19/06

WWR#02792750

Received June 12, 2006 @ 11:00 am
Cristen A. Hunkins
By Cynthia Butler-Coughenour

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CORNING CREDIT UNION
Plaintiff

vs.

No. 03- 98CD

RONALD D MILLER JR
Defendant

WRIT OF EXECUTION
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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.

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(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

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☐ (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.

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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.

PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION

NAME RONALD D. MILLER, JR.

NO. 03-98-CD

NOW, February 13, 2007, 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 Ronald D. Miller, Jr. 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 SERVICE	9.00
MILEAGE	
LEVY	
MILEAGE POSTING	24.92
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	
BILLING/PHONE/FAX	5.00
CONTINUED SALES	5.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$43.92

DEBT-AMOUNT DUE	3,389.88
INTEREST @ %	
FROM TO	0.00

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	1,531.06
TOTAL DEBT AND INTEREST	\$5,139.86

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	43.92
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$198.92
TOTAL COSTS	\$5,139.86

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

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

CORNING CREDIT UNION

Plaintiff

vs.

RONALD D MILLER JR

Defendant

2003-98-CD

No. : 0000000398CD

PRAECIPE FOR SATISFACTION OF
JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02792750

FILED Pd \$7.00 Atty
m/1:50 pm Recd 1 Cert of
MAY 09 2007 Sgt issued to
(SM) Atty

William A. Shaw
Prothonotary/Clerk of Courts

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

CORNING CREDIT UNION

Plaintiff

vs.

Civil Action No. : 0000000398CD

RONALD D MILLER JR

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: 

James C. Warmbrodt

PA I.D. #42524

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

2718 Koppers Building

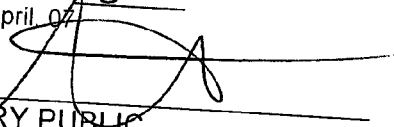
436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #02792750

Sworn to and subscribed
before me this 10th
day of April, 07


NOTARY PUBLIC

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

Corning Credit Union

No.: 2003-00098-CD

Vs.

Debt: \$7389.88

Ronald D. Miller Jr.

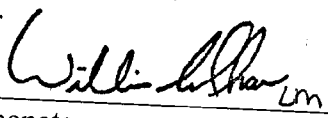
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Wednesday, May 09, 2007, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of May, A.D. 2007.


Prothonotary