

2003-288-CD
FNB CONSUMER DISCOUNT CO. VS LARRY M. BEAM

FNB CONSUMER DISCOUNT
COMPANY,

Plaintiff

vs.

LARRY M. BEAM,

Defendant

IN THE COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.: 03-288-CD

Type of Document:

COMPLAINT

Filed on behalf of:

FNB CONSUMER DISCOUNT COMPANY

Attorney for Plaintiff:

STEPHEN H. HUTZELMAN, ESQ.
305 WEST SIXTH STREET
ERIE, PA 16507
(814) 452-6800
PA ID NO. 06541

FILED

FEB 28 2003

William A. Shaw
Prothonotary

**FNB CONSUMER DISCOUNT
COMPANY,** : **IN THE COURT OF COMMON PLEAS**
Plaintiff : **CLEARFIELD COUNTY, PENNSYLVANIA**
vs. : **CASE NO.**
LARRY M. BEAM, :
Defendant : **(Action for Replevin)**
:

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641**

By: S. H. H.

**Stephen H. Hutzelman, Esquire
Shapira, Hutzelman, Berlin, & May
305 West Sixth Street
Erie, PA 16507
(814) 452-6800**

FNB CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
	:	
	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:	
vs.	:	
LARRY M. BEAM,	:	CASE NO.
	:	
Defendant	:	(Action for Replevin)
	:	

COMPLAINT FOR REPLEVIN

And now, comes the Plaintiff, by and through its counsel, Shapira, Hutzelman, Berlin, & May, and files this Complaint in Replevin against the Defendant, a statement of which is as follows:

1. The Plaintiff is a lending company, duly authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business at 904 Beaver Drive, Drawer 830, Dubois, Pennsylvania 15801.
2. The Defendant, is an adult individual, residing at R. D. #1, Box 42, Clinton, Pennsylvania, 16640.
3. On October 29, 1999, the Defendant entered into an Automobile Financing Agreement with the Plaintiff, whereby the Defendant executed an Note and Security Agreement for the financing of a 1997 Chevy Malibu Sedan, vehicle identification number 1G1ND52M5VY106792. Attached hereto as Exhibit "A" is a copy of the Note and Security Agreement.
4. On October 29, 1999, Defendants financed the debt owed under the above referenced Note and Security Agreement and a copy of the Federal Disclosure Statement and Loan Work Sheet for the financing is attached hereto as Exhibit "B".
5. The Plaintiff retained a security interest in the said 1997 Chevy Malibu which is currently valued at \$6,727.07.
6. The Defendant is in default under the terms of the Note and Security Agreement, having failed to make the monthly payments as they come due. The current balance due is \$6,500.00

7. The 1997 Chevy Malibu is believed to be located at the Defendant's residence and being used by him.

8. Plaintiff has demanded and continues to demand the return of the furniture, but the Defendant has refused and continue to refuse to return the same.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in replevin in its favor and against the Defendant.

RESPECTFULLY SUBMITTED,

SHAPIRA, HUTZELMAN, BERLIN, & MAY

By: S. H. H.

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

Dated: 2-19-2003

SECURED PARTY • F.S.A. CONSUMER DISCOUNT COMPANY
LENDER • 904 BEAVER DRIVE DRAWER 830
• DUBOIS PA 15801

EXTENSION CHARGE: 1 1/2% PER MONTH ON AMOUNTS EXTENDED FOR TIME EXTENDED. \$1.00 MINIMUM.
DEFAULT CHARGES: 1 1/2% PER MONTH FROM DATE DUE ON AMOUNT IN ARREARS FOR TEN (10) OR MORE DAYS. \$1.00 MINIMUM.

ACCOUNT NO.	DUCE DATE	NAME AND ADDRESS OF DEBTOR/BORROWERS		
500091	5	LABRY N BEAU RD 1 BOX 42 FLINTON, PA 16640		
DATE OF LOAN				
10/20/02				

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Of Payments The amount you will have paid after you have made all payments as scheduled.
31.0%	\$ 7459.06	\$ 12500.00	\$ 20359.06

YOUR PAYMENT SCHEDULE WILL BE:				
DATE PAYMENT DUE	FINAL PAYMENT DUE	TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS
12/05/02	11/05/04	60	366.58	332.92

AGREEMENT between the above named secured party, called Lender, and above named debtor called Borrowers.

1. Borrowers shall execute and deliver a note simultaneously for sum herein set forth representing principal sum advanced; interest and finance charges.
2. Borrowers agree to make all payments at office of Lender. The Total of Payments of the note includes Discount, Service and Minimum Charges, Recording Fees, Insurance Premium and Proceeds of Loan; payable in monthly installments beginning on due date and continuing on the same day of each succeeding month to and including due date for final installment. Default or extension charges may be collected at above rate. Payments may be made in advance in any amount at any time. If the note is wholly paid before maturity, a portion of the discount shall be refunded or credited, calculated in that amount which shall be that proportion of the interest or discount which the sum of the monthly balances originally scheduled to be outstanding during the full months following such prepayment in full bears to the sum of all monthly balances originally scheduled to be outstanding (both sums to be determined by the schedule of payments in the original contract).
3. Borrowers hereby warrant and represent that the property mentioned in paragraph 12 herein is now located at address stated above, and Borrowers agree that all property in which Lender has or may have a security interest will not be moved from said premises without the prior written consent of Lender.
4. Borrowers warrant and represent that they will not use or permit any or all of said property to be used for any other purpose, not attach or permit any or all of said property to be attached or affixed to realty, until full payment of the total indebtedness secured hereby; if motor vehicle is covered by this agreement, that registration of said motor vehicle has not been suspended nor do Borrowers know facts which may result in suspension of said registration; that they own all of said property free and clear of all liens and are entitled to exclusive possession.
5. If motor vehicle is or becomes collateral, Borrowers shall immediately upon acquisition obtain certificate of title, with lien noted thereon in favor of Lender for total amount of indebtedness secured.
6. Borrowers shall not use or permit said property to be used in violation of law; shall keep all of said property free from liens, security interest of every kind. No injury to or loss or destruction of said property shall release Borrowers; they will not transfer any interest in any or all of said property. In the case of re-possession of a motor vehicle, license plates issued for it may be used in moving it and any personal property in said motor vehicle not covered by this agreement may be held by Lender for delivery to Borrowers. Borrowers shall keep the respective interests of Lender and Borrowers in all of said property insured against risk of damage, destruction and theft, in an amount sufficient to cover Lender's interest; by an insurance carrier acceptable to Lender; if Borrower fails to pay premiums, Lender may effect such insurance and Borrower shall pay any premiums advanced as part of total indebtedness. Insurance payments may at Lender's option be applied on account of Borrower's obligations or released to Borrower.
7. The following shall be defaults; failure of Borrowers to pay any installment when due; breach or failure of Borrowers to perform any obligation; death of any Borrower; any or all of said property being levied upon or subject to condemnation or forfeiture proceedings; Borrowers becoming insolvent; institution of proceedings by or against Borrowers under Bankruptcy Act or for appointment of Receiver for any Borrower. Upon a default, Lender may at its option, and without notice or demand on Borrowers declare immediately due and payable all of total indebtedness due and to become due with lawful costs added, with or without process. Borrowers agree to pay all costs, charges, expenses incurred in taking possession of any or all of said property.
8. Time is of the essence. All remedies of Lender are cumulative, not alternative, may be enforced successively or concurrently; any repossession, retaking or sale of any or all of the said property shall not bar an action for recovery of amounts which Borrowers may be required to pay, and the bringing of such action or entry of judgment against Borrowers shall not bar Lender's rights to repossess any or all of said property.
9. Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. All words used herein shall be construed to be of such gender or number as the circumstances may require. If more than one Borrower shall execute this agreement, their liability shall be joint and several.
10. This agreement contains all of the promises, of the respective parties; all prior agreements, written or oral, are merged herein. This agreement may not be altered, except by a further agreement in writing, and shall be binding and mure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. Borrowers waive and release all benefit of release from any and all appraisement, stay or exemption laws.
12. Borrowers, to secure payment of the aforesaid sum, together with any future advances which Lender, in its sole discretion, without obligation to do so, may make to Borrowers, grants to Lender and agrees that Lender shall have a security interest in the collateral described below.

Description of Collateral:

(a) Motor Vehicle(s): IF TRUCK, GIVE TONNAGE

MAKE	COLOR	SERIAL NO.	BODY STYLE	MODEL YEAR	OTHER IDENTIFICATION
CHRYV	AUTO	1G1ND52M5VY106792	MALIBU	1997	

(b) All of the collateral goods of every kind, now located in or about the borrower's premises at their address above stated as permitted by state and federal laws.

(c) Other (describe).



Borrowers shall pay all costs for filing, financing, continuation and/or termination statements.
Signed, sealed and delivered in the presence of:

Steve Heath

(L.S.)

Larry Lee

(Borrower)

(L.S.)

LENDER'S
NAME & ADDRESS
F.N.B. CONSUMER DISCOUNT COMPANY
904 BEAVER DRIVE DRAWER 830
DUBOIS PA 15801

NO. 584 P.3
FEDERAL DISCLOSURE STATEMENT
LOAN WORK SHEET

ACCOUNT NO.	BEG. DATE	BORROWER(S) NAME AND ADDRESS 5 LARRY M BEAM RD 1 BOX 42 FLINTON, PA 16640		
DATE OF LOAN 10/29/99				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.		FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit pro- vided to you or on your behalf.	Total Of Payments The amount you will have paid after you have made all payments as scheduled.
21.0%		\$ 7859.06	\$ 12500.00	\$ 20359.06
YOUR PAYMENT SCHEDULE WILL BE:				
FIRST PAYMENT DUE DATE 12/05/99	FINAL PAYMENT DUE DATE 11/05/04	TOTAL OF PAYMENTS PAYABLE IN MONTHLY PAYMENTS	AMOUNT OF FIRST PAYMENT 366.68	AMOUNT OF OTHER PAYMENTS 338.82

SECURITY: You are giving a security interest in:
 your automobile your collateral goods the goods or property being purchased
 your real estate located at: other property: 1997 CHEVY MALIBU SEDAN

LATE CHARGE: If a payment is late 10 days, you will be charged 1% per month of the amount in default, but not less than \$1.00.

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

If you pay off early, you may be entitled to a refund of part of the finance charge.

ASSUMPTION (applicable only if a real estate mortgage is given as security):
 Someone buying your real estate cannot assume the remainder of the mortgage on the original terms unless the creditor agrees in writing to the assumption. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment, refunds, and security interests.

ITEMIZATION OF AMOUNT FINANCED

1. Amount Given To You Directly	Ck. No.	\$ 12500.00
2. Amount Paid On Your Account Loan No.		\$ 0.00
3. Amount Paid To Others On Your Behalf.		\$ 0.00
	Ck. No.	\$ 0.00
Refinance Balance of Loan No.	Amount	U.00
Discount Rebates (No. of Months)	Amount	U.00
Life Insurance Premium (Term)	Amount	0.00
Life Insurance Rebate (No. of Months)	Amount	0.00
Disability Insurance Premium (Term)	Amount	0.00
Disability Insurance Rebate (No. of Months)	Amount	0.00
Property Insurance Premium (Term)	Amount	0.00
Property Insurance Rebate (No. of Months)	Amount	0.00
Official Fees		0.00
Other CHATTEL MORTGAGE NON-FILING FEE	0.00	/NET IUI PREMIUM
Amount Financed	0.00	0.00
	Amount	12500.00
First Payment Extension Charge		29.86
Service Charge		150.00
Discount		1679.20

REBATE FOR PREPAYMENT: If the loan contract is prepaid before the final installment date, the borrower shall receive a rebate of a portion of the Finance Charge under the Rule of 78's. No refund of less than \$1.00 will be made. The prepaid Finance Charge (service charge) included in the Finance Charge is not subject to rebate.

DEFAULT AND ACCELERATION: If a default of ten (10) or more days occurs in the payment of any scheduled installment, the lender may charge and collect a default charge at the rate of 1 1/2% per month on the amount in default. In no event shall the charge be less than \$1.00. ACCELERATION: Default rebate of charges, hereunder at once due and payable. If after default, this loan is referred to an attorney, not a salaried employee of Lender, Borrower agrees to pay the reasonable fees of such an attorney.

DEFERRAL CHARGE: If the payment of any amount due under the terms of this loan is deferred lender may charge a deferral charge of 1 1/2% per month on the amount deferred with a minimum deferral charge of \$1.00 for any deferral of 10 or more days.

A \$20.00 (Twenty Dollars) charge will be assessed to the debtor on any check returned by the depository bank.

This Loan is Unsecured.

This Loan is Secured by a Security Agreement of even date covering the following described property and the proceeds thereof to secure this and any future loan.

(a) Motor Vehicle(s):

MAKE	COLOR	SERIAL NO.	BODY STYLE	MODEL YEAR	OTHER IDENTIFICATION
CHEVY	AUTO	1G1ND52M5VY106792	MALIBU	1997	

(b) All of the collateral goods of every kind, now located in or about the borrower's premises at their address above stated as permitted by state and federal laws.

(c) Other (describe):

EXHIBIT

B

tabbed

INSURANCE DISCLOSURE

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.		SIGNATURES
TYPE	PREMIUM	
Single Credit Life	\$ 0.00	I/We want credit life insurance Signature: _____
Joint Credit Life	\$ 0.00	Signature: _____
Single Credit Disability	\$ 0.00	I/We want credit disability insurance Signature: _____
Joint Credit Disability	\$ 0.00	Signature: _____
Unemployment Ins.	\$ 0.00	I want unemployment insurance Signature: _____

Insurer's Name and Address

You may obtain property insurance from anyone you want, provided the insurance company is acceptable to the creditor. If you get collateral goods insurance from or through the creditor, it will be for a term of _____ months and you will pay \$ _____.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS STATEMENT AND FEDERAL DISCLOSURE.

WITNESS Steve Bush

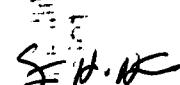
BORROWER Henry P. P. P.

WITNESS

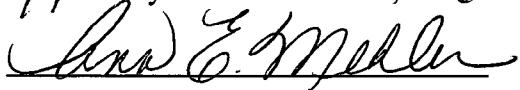
BORROWER

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

Before me, a Notary Public, in and for the said County and State, personally appeared **STEPHEN H. HUTZELMAN**, who, being duly sworn according to law, deposes and says that he is the attorney for the party required to make this affidavit in the within case, that he is duly authorized to make this affidavit, and that the facts contained in the within document are true and correct to the best of his knowledge, information and belief. This affidavit is being supplied for the purpose of convenience and an affidavit of the party will be supplied upon demand.


Stephen H. Hutzelman

Sworn and subscribed before me this
19th day of Feb., 2003



Notarial Seal
Ann E. Mehler, Notary Public
City of Erie, Erie County
My Commission Expires Dec. 31, 2005

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

**FNB CONSUMER DISCOUNT
COMPANY,**
Plaintiff,

vs.

LARRY M. BEAM,
Defendant.

FILED

CASE NO. 03-288-CD

MAR 14 2003

**William A. Shaw
Prothonotary**

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

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

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

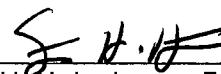
B. 1. Satisfaction of Award in the within suit is acknowledged.

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

C. Other:

DATE: March 11, 2003

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


Stephen H. Hutzelman, Esquire

Attorney or Notary

COST PAYMENT VERIFICATION

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



Signature

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REPORT OF THE CO-SUPERVISOR
A. 1924-1925
JAN. 27

LITERATURE

1922-1923. 1923.

W&H2.Ambidex
visioneretic19

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125087
MAR 14 2003

William A. Shaw
Presbyterian

Atty Hutzelman
cc: Disc. to Atty
copy to C/A

DISCUSSIONS ON THE BAPTISM OF INFANTS IN THE CHURCH OF
ENGLAND, WITH A REPLY TO THE REV. J. H. GREEN, OF BIRMINGHAM.

COPY

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

CIVIL DIVISION

FNB Consumer Discount Company

Vs. **No. 2003-00288-CD**
Larry M. Beam

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 March 14, 2003, marked:

Settled, Discontinued, and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Stephen H. Hutzelman, Esq.

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

William A. Shaw, Prothonotary