

03-896-CD

FIRST NATIONAL BANK OF Penna. vs. RICHARD C. ANDERSON

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

FIRST NATIONAL BANK OF PENNSYLVANIA

VS.

ANDERSON, RICHARD C. JR.

Sheriff Docket #

14210

03-896-CD

COMPLAINT

**SHERIFF RETURNS**

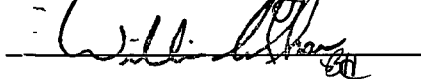
NOW JULY 23, 2003 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO RICHARD C. ANDERSON JR., DEFENDANT. ATTEMPTED NOT HOME.

**Return Costs**

Cost	Description
32.72	SHERIFF HAWKINS PAID BY: ATTY CK# 2255
10.00	SURCHARGE PAID BY: ATTY CK# 2255

Sworn to Before Me This

25<sup>th</sup> Day Of July 2003




WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Haykins  
Sheriff

**FILED**

3:49 PM  
JUL 25 2003  


William A. Shaw  
Prothonotary

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-40

ISSUE NO.

DOCUMENT:

Complaint in Civil Action

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

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

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

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

JUN 19 2003

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

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

FIRST NATIONAL BANK OF	:	
PENNSYLVANIA, f/k/a Laurel	:	
Bank,	:	
	:	
Plaintiff	:	NO.
	:	
vs	:	
	:	
RICHARD C. ANDERSON, JR.,	:	
	:	
Defendant	:	

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notices are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

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

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

FIRST NATIONAL BANK OF	:	
PENNSYLVANIA, f/k/a Laurel	:	
Bank,	:	
	:	
Plaintiff	:	NO.
	:	
vs	:	
	:	
RICHARD C. ANDERSON, JR.,	:	
	:	
Defendant	:	

COMPLAINT IN CIVIL ACTION

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

1. Plaintiff, FIRST NATIONAL BANK OF PENNSYLVANIA, f/k/a Laurel Bank, is a banking institution having an office for the conduct of its business located at 4140 East State Street, Hermitage, Mercer County, Pennsylvania 16148.

2. Defendant, RICHARD C. ANDERSON, JR., is an individual, whose last known residence address is 311 Old Sawmill Road, Morrisdale, Clearfield County, Pennsylvania 16868.

3. On or about May 22, 2000, Defendant signed a Pennsylvania Motor Vehicle Installment Sale Contract, wherein he borrowed the sum of \$14,791.05 from First National Bank of

Pennsylvania, f/k/a Laurel Bank, (hereinafter referred to as "Bank") to purchase a used 1999 Chevrolet Lumina, pursuant to the terms and conditions of a certain Pennsylvania Motor Vehicle Installment Sale Contract, a copy of which is attached hereto, made part hereof and designated Exhibit "A".

4. Pursuant to said Agreement, Exhibit "A", Defendant agreed, inter-alia, to make payments of \$314.26 per month for 60 months, said payments to be mailed to First National Bank of Pennsylvania, f/k/a Laurel Bank.

5. In approximately July 2002, the 1999 Chevrolet Lumina was totaled. Defendant failed to make further payments on said Agreement, Exhibit "A", nor did the automobile insurance company make a payment directly to Plaintiff.

6. As of November 6, 2002, Defendant was in default of said Agreement, Exhibit "A", having failed to make all monthly payments in a timely fashion.

7. Requests were made of the Defendant from Plaintiff for all or a portion of the remaining \$11,633.88 balance.

8. Despite these requests, Defendant has failed and refused to pay said balance or any part thereof.

9. Pursuant to the terms of the Pennsylvania Motor Vehicle Installment Contract, designated Exhibit "A", and incorporated herein by reference, Defendant agreed that together with the unpaid balance, Defendant is also liable for interest at the note rate of 10.00%, along with reasonable attorneys fees incurred in the enforcement of this obligation and other costs of litigation.

10. Defendant is indebted to Plaintiff in the amount of \$15,334.39 based upon the following computation:

Principal sum:	\$11,633.88
Reasonable attorney's commission	3,008.47
Interest from date of charge off	692.04
TOTAL:	\$15,334.39

WHEREFORE, Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, demands judgment against Defendant, Richard C. Anderson, Jr., in the amount of \$15,334.39 plus interest from and after November 6, 2002, per the terms of the agreement, and costs of litigation.

ABRAMS & MAZER

BY: 

David Abrams, Esquire  
Attorney for Plaintiff

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

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Dated

05/22/00

42391465

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments.	The total cost of your purchase on credit, including your downpayment
10.00 %	\$ 4064.55	\$ 14791.05	\$ 18855.60	of \$ 19855.60

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
80	\$ 234.45	05/21/2000
	N/A	Monthly, beginning
	\$ 5.00	

Security: You are giving a security interest in the motor vehicle being purchased.

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

Filing Fees: \$

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract  
we are  
the SELLER.

KEN LONG MOTORS, INC. 113 WALTON ST POB 171 PHILIPSBURG PA 16804

Name Address Zip Code

You are  
the BUYER(S). RICHARD C ANDERSON JR RR1 BOX 4121 MORRISDALE PA 16858

Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract:

TRADE-IN:

You have traded in  
the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A What is your age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? Percentage to be insured

1. \_\_\_\_\_ %

1. \_\_\_\_\_ %

2. \_\_\_\_\_ %

2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

1999 CHEVROLET LUMINA

Equipped with XX A.T. XX P.S. XX AM-FM Stereo 5 Spd. Other XX A.C. XX P.W. XX AM-FM Tape Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price	\$ 13900.00
Cash Downpayment	\$ 2000.00
Trade-In	
Value of Trade-In	\$ N/A
Lien Payoff to:	\$ N/A
Unpaid Cash Price Balance	\$ 12900.00
To Credit Insurance Company	\$ N/A
To Public Officials for:	
License, Tags and Registration	\$ 86.25
Lien Fee	\$ 5.00
To SERVICE CONTRACT	\$ 880.00
To 000 FEE	\$ 33.00
To	\$ N/A
To SALES TAX	\$ 886.80

Amount Financed	\$ 14791.05
Finance Charge	\$ 4064.55
Total of Payments (Time Balance)	\$ 18855.60
Payment Schedule - You agree to pay to us the Amount Financed plus interest in	

EXHIBIT

"A"



LAUREL BANK  
532-534 Main Street, Johnstown, PA 15901

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

payments of \$ 314.26  
each, and a final payment of  
\$ 314.26 The first  
payment will be due on JUN 21st  
2000, and then payments  
will be due on that same day of each month  
following.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

KEN LONG MOTORS, INC.

SELLER [Signature] 05/22/2000  
BY [Signature] Date

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

BUYER [Signature] (SEAL) Date  
BUYER \_\_\_\_\_ (SEAL) Date

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

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

Co-Signer's Signature _____ (SEAL)	Address _____	Date _____
Co-Signer's Signature _____ (SEAL)	Address _____	Date _____

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

Co-Owner's Signature \_\_\_\_\_ (SEAL) Address \_\_\_\_\_ Date \_\_\_\_\_

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

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ CO-SIGNER OR CO-OWNER \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

### 6. WAIVERS:

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

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

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

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

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

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

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

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

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

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

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

l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

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

a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. **ACCELERATION OF THE OUTSTANDING BALANCE:** If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted shall be due and payable on demand. If the credit is due and payable on demand, Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.

15. **SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

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

16. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

17. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

18. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

19. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

20. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.**

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

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

**NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**NOTICE OF PROPOSED CREDIT INSURANCE**

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.**

AFFIDAVIT

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

DATE: **17 2003**

Elizabeth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

ISSUE NO.

DOCUMENT:

Praeipce to Reinstate Colmplaint

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
#15983

       Ira R. Mazer, Esquire  
#18163

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

FILED

SEP 10 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:

:

:

:

:

NO. 03-896-CD

PRAECIPE TO REINSTATE COMPLAINT

TO: CLEARFIELD COUNTY PROTHONOTARY

Kindly reinstate the Complaint in Civil Action filed at the above captioned number  
and term.

ABRAMS & MAZER

BY: 

DAVID ABRAMS, ESQUIRE

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

ISSUE NO.

DOCUMENT:

Affidavit of Diligent Search

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

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

TO: PROTHONOTARY  
[See service list attached and  
directly behind this cover  
sheet for names and addresses  
of counsel of record for the  
respective parties]

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

**FILED**

SEP 10 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:

:

:

: NO. 03-896-CD

:

:

AFFIDAVIT OF DILIGENT SEARCH

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

:

SS

:

David Abrams, Esquire deposes and states as follows:

1. I am counsel of record for First National Bank of Pennsylvania, f/k/a Laurel Bank,  
Plaintiff within named;

2. Plaintiff, filed a Complaint in Civil Action against Defendant(s), in the Court of  
Common Pleas of Clearfield County, Pennsylvania at the above number and term on June  
19, 2003.

3. Plaintiff sought to serve the Complaint by delivery of same to the Sheriff of  
Clearfield County, Pennsylvania, with directions to serve the Defendant(s) at his last known  
address and residence located at 311 Old Sawmill Road, Morrisdale, Clearfield County,  
Pennsylvania 16858.



4. Plaintiff received a notice from the Sheriff of Clearfield County, Pennsylvania, as a return of service, that the Defendant(s) was not served at said address. The results of the Sheriff's attempt at service are attached to the petition and made part hereof, and expressly incorporated herein by reference as though set forth with particularity herein.

5. Plaintiff undertook and investigation as to the whereabouts of the Defendant(s) in the following particulars which reflected the following:

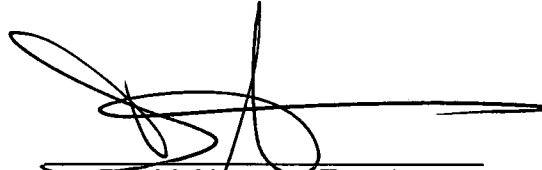
5.1. Direction of inquiry to the Department of Elections, County of Clearfield to determine voter registration for Defendant; a true and correct copy of the results of such inquiry is made part hereof, and is expressly incorporated herein by reference as though set forth with particularity herein.

5.2. Request for information as to the current address of the Defendant(s) from the authorities of the U.S. Postal Service. A true and correct copy of the response of the U.S. Postal Service is made part hereof, expressly incorporated herein by reference as though set forth with particularity herein.


5.3. Request for property report as to the ownership of the real estate. A true and correct copy of the response from Select Business Services is made part hereof, expressly incorporated herein by reference as though set forth with particularity herein.

6. Plaintiff has no further information regarding the current whereabouts of the Defendant in this matter.

7. The foregoing information is true and correct to the best of and based upon my knowledge, information, and belief.

  
David Abrams, Esquire

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 4 DAY  
OF September 2003.

  
Notary Public

Notarial Seal  
Mary Ann Laskey, Notary Public  
Monroeville Boro, Allegheny County  
My Commission Expires Nov. 28, 2005  
Member, Pennsylvania Association Of Notaries

SERVICE LIST OF COUNSEL

David Abrams, Esquire  
Abrams & Mazer  
Alstan Mall, Suite 207  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
Phone: (412) 829-7733  
Fax: (412) 829-0689  
Attorneys for First National Bank of Pennsylvania, Plaintiff

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a LAUREL BANK,

Plaintiff

v.

RICHARD C. ANDERSON, JR.,

Defendant

CIVIL DIVISION

NO. 03-896-CD

ISSUE NO.

DOCUMENT:

Petition for Alternate Service

CODE:

FILED ON BEHALF OF:

Fayette Bank and Trust Company,  
Plaintiff

TO: PROTHONOTARY

[See service list attached and directly  
behind this cover sheet for names and  
addresses of counsel of record for the  
respective parties.]

COUNSEL OF RECORD FOR THIS  
PARTY:

David Abrams, Esquire, #15983

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

**FILED**

SEP 10 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel Bank,

Plaintiff

v.

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

PETITION FOR ALTERNATE SERVICE OF PROCESS

AND NOW, comes Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, by it's attorneys, David Abrams and the law firm of Abrams & Mazer, and files the within Petition for Alternate Service of Process pursuant to Rule 430 of the Pa. R.C.P., which respectfully represents as follows:

1. Plaintiff, filed a Complaint in Civil Action against Defendant(s), in the Court of Common Pleas of Clearfield County, Pennsylvania at the above number and term on June 19, 2003.
2. Plaintiff sought to serve the Complaint by delivery of same to the Sheriff of Clearfield County, Pennsylvania, with directions to serve the Defendant(s) at his last known address and residence located at 311 Old Sawmill Road, Morrisdale, Clearfield County, Pennsylvania 16858.
3. Plaintiff received a notice from the Sheriff of Clearfield County, Pennsylvania, as a return of service, that the Defendant(s) were not served at said address. The results of the sheriff's attempt at service are attached hereto, made part hereof, and expressly incorporated herein by reference and designated Exhibit "A" hereof.

4. Plaintiff undertook and investigation as to the whereabouts of the Defendant(s) in the following particulars which reflected the following:

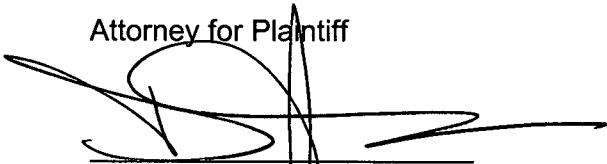
4.1. Direction of inquiry to the Department of Elections, County of Clearfield to determine voter registration for Defendant; a true and direct copy of the results of such inquiry is attached hereto, made part hereof, and is expressly incorporated herein by reference as though set forth with particularity herein and designated Exhibit "B" hereof;

4.2. Request for information as to the current address of the Defendant(s) from the authorities of the U.S. Postal Service. A true and correct copy of the response of the U.S. Postal Service is attached hereto, made part hereof, expressly incorporated herein by reference as though set forth with particularity herein and designated Exhibit "C".

4.3. Request for property report as to the ownership of the real estate. A true and correct copy of the response from Select Business Services is attached hereto, made part hereof, expressly incorporated herein by reference as though set forth with particularity herein and designated Exhibit "D".

WHEREFORE, Plaintiff requests entry of an Order of Court as set forth in the attached Exhibit "E".

Attorney for Plaintiff



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

FIRST NATIONAL BANK OF PENNSYLVANIA

Sheriff Docket #

14210

VS.

03-896-CD

ANDERSON, RICHARD C. JR.

COMPLAINT

COPY

SHERIFF RETURNS

NOW JULY 23, 2003 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO RICHARD C. ANDERSON JR., DEFENDANT. ATTEMPTED NOT HOME.

Return Costs

Cost	Description
------	-------------

32.72	SHERIFF HAWKINS PAID BY: ATTY CK# 2255
-------	--

10.00	SURCHARGE PAID BY: ATTY CK# 2255
-------	----------------------------------

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2003

So Answers,



Chester A. Hawkins  
Sheriff

EXHIBIT

"A"

COPY

Voter Registration System - [VMASTER]

999-46206 302

ANDERSON, RICHARD CUE N

311 OLD SAWMILL ROAD

MORRISDALE PA

16859

SEX: M Phone #: 914 345 3806 Age: 20026 Submitted for: 1/16/03

Skin Color: WHITE Birth Date: 9/18/60 42 20005

Residence: CLEARFIELD

4/30/99

CENTRE COUNTY

1/16/03 DEC

COA PER POLLS

COA FORM 401

CHANGED BACK TO GRAHAM PER

corrected pct/see letter

46392

Enter Voter Name: LAST NAME FIRST NAME

Stan Voter Registration Sy SUBC SUBC Updates Traveler Ice 20 Micro 10:45 AM

EXHIBIT

B

COPY



Date: July 21, 2003

Postmaster  
Morrisdale, PA 16858  
City, State, ZIP Code

Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:  
PLEASE PROVIDE A 911 ADDRESS IF ONE IS AVAILABLE AND WHICH COUNTY THIS ADDRESS IS LOCATED IN  
FOR THE PURPOSE OF FILING AND SERVING LEGAL PAPERS.

Name: Ricahrd C. Anderson Jr.  
Address: 311 Old Sawmill Road, Morrisdale, PA 16858

NOTE: The name and last known address are required for change of address information. The name, if know, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself):  
Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): \_\_\_\_\_
3. The names of all known parties to the litigation: First National Bank of Pennsylvania vs Richard C. Anderson Jr.
4. The court in which the case has been or will be heard: District Court
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness):  
Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOX HOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

	<u>Suite 207 Alstan Mall</u>
Signature	Address
<u>Ira R. Mazer, Esquire</u>	<u>Monroeville, PA 15146</u>
Printed Name	City, State, ZIP Code

FOR POST OFFICE USE ONLY

COUNTY: Clearfield

☒ No change of address order on file.

NEW ADDRESS OR BOXHOLDER'S POSTMARK

PLEASE SUPPLY 911 ADDRESS

- ☐ Not known at address given
- ☐ Moved, left no forwarding address.
- ☐ No such address
- ☐ Mail is delivered to this address

NAME and STREET ADDRESS

EXHIBIT

"C"

# Property Report (Single)

SELECT BUSINESS SERVICES - ERIE, PA

PHONE: (800) 688-9890 FAX: (800) 456-5340

REPORT REFERENCE #:	030721135120142	ORDER #:	030721135120142
DATE RECEIVED:	7/21/2003 1:53 PM	SUBSCRIBER #:	0980334
DATE MAILED:	7/22/2003 10:46 AM	EFFECTIVE DATE:	7/15/2003
SEARCH DATE:	7/22/2003	OLNACS # / LOAN #:	
REPORTED PRICE:	\$38.00		
ATTENTION:	MARY ANN LASKEY AMERICAN ADJUSTMENT SERVICE SUITE 509 2526 MONROEVILLE BLVD. MONROEVILLE, PA 15146	REGARDING:	ANDERSON, RICHARD C JR 311 OLD SAWMILL ROAD MORRISDALE, PA 16858

**- ASSESSMENTS -**

(1)

Township of Graham in Clearfield County

Land Description: 10.082 AC

Land Amount: \$2,575.00

Building Description: HSE

Building Amount: \$13,500.00

Assessment Number: 116-908-37

Total Amount: \$16,075.00

**- DEEDS -**

(1)

GRANTEE : RICHARD C. ANDERSON JR. &amp; JULIE A. ANDERSON

GRANTOR : SETH G. BELL &amp; BONNIE BELL

DATED: 10/20/1997

RECORDED: 10/20/1997

CONSIDERATION: \$47,000.00

BOOK: 1884

PAGE: 164

**- MORTGAGES -**

(1)

Mortgage/Deed of Trust #1

Mortgagee: CLEARFIELD BANK &amp; TRUST COMPANY

Mortgagor: RICHARD C. JR AKA RICHARD C. ANDERSON JR. &amp; JULIE A. ANDERSON

Book: 1881

Page: 168

Date: 10/20/1997

Recorded: 10/20/1997

Amount: \$47,000.00

Open-End ☐

Comments:

**- JUDGMENTS/LIENS -**

(1)

NONE

**- SECURED TRANSACTIONS -**

(1)

N/A

**- TAX INFORMATION -**

- ALL TAXES, LIENED OR UNLIENED, ARE SUBJECT TO PENALTY AND INTEREST -

(3)

Tax Year: 2000	Tax Type: FULL	Tax Amount: \$9.49	Tax Paid: <input type="checkbox"/>	Delinquent Tax: <input checked="" type="checkbox"/>	Tax Due: <input type="checkbox"/>	Parcel:
Tax Year: 2001	Tax Type: FULL	Tax Amount: \$1,507.40	Tax Paid: <input type="checkbox"/>	Delinquent Tax: <input checked="" type="checkbox"/>	Tax Due: <input type="checkbox"/>	Parcel:
Tax Year: 2002	Tax Type: FULL	Tax Amount: \$1,549.52	Tax Paid: <input type="checkbox"/>	Delinquent Tax: <input checked="" type="checkbox"/>	Tax Due: <input type="checkbox"/>	Parcel:

**EXHIBIT**"D"

**Property Report For Order Number '030721135120142' (Cont'd)**

Page 2 of 2

RE: ANDERSON, RICHARD C JR

LOAN #:

**- MORTGAGE FILING INFORMATION -****NAMES NEEDED FOR MORTGAGE FILING:**

RICHARD C. ANDERSON JR. &amp; JULIE A. ANDERSON

**LEGAL DESCRIPTION:**

TOWNSHIP OF GRAHAM, COUNTY OF CLEARFIELD

DEED RECORDED: 10/20/1997 BOOK: 1884 PAGE: 164

WITH THE ASSESSMENT NUMBER(S) OF: 116-908-37

WITH AN ADDRESS OF: 311 OLD SAWMILL ROAD , MORRISDALE, PA 16858

**SEND MORTGAGE FOR FILING TO:**

NANETTE STURNIOLO

125 PAULINE DRIVE

CLEARFIELD, PA 16830

**- MISCELLANEOUS COMMENTS -**

DOMESTIC RELATIONS HAVE NOT BEEN CHECKED

☒ **STD RPT** ☐ **BASIC RPT** ☐ **DEED WILL FOLLOW** ☒ **DEED ENCLOSED** ☐ **DEED N/A** ☐ **DEED RETAINED**

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED FROM RESEARCHING PUBLIC RECORDS AND SHOULD NOT BE CONSIDERED AS AN OPINION OF TITLE, TITLE GUARANTEE OR TITLE INSURANCE POLICY. THIS INFORMATION IS NOT INTENDED FOR NOR SHOULD IT BE CONSTRUED TO CREATE RIGHTS IN ANY THIRD PARTY. IT IS RECOMMENDED THAT THE INFORMATION REPORTED BE KEPT CONFIDENTIAL. PROFESSIONAL LIABILITY FOR ERRORS AND OMISSIONS ASSOCIATED WITH THIS REPORT WILL BE LIMITED TO A MAXIMUM OF \$20,000.00.

VOL 1881 PAGE 164

County Parcel No. 110-0-37288**THIS DEED,**MADE the 20<sup>th</sup> day of October  
in the year nineteen hundred and ninety-seven (1997)

BETWEEN **SETH G. BELL** and **BONNIE BELL**, husband and wife, of Graham Township, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as "GRANTORS,"

AND

**RICHARD C. ANDERSON, JR.** and **JULIE A. ANDERSON**, husband and wife, of 120 South Second Street, Philipsburg, Pennsylvania 16866, as tenants by the entireties, parties of the second part, hereinafter referred to as "GRANTEES."

WITNESSETH, That in consideration of the sum of FORTY-SEVEN THOUSAND (\$47,000.00) -----DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns,

ALL that certain tract or parcel of ground situate in Graham Township, Clearfield County, Pennsylvania, bounded and described according to a Draft of "Deer Creek Forest" made by L. Wayne Laidacker, R.S., Bloomsburg, Pennsylvania, dated June 18, 1981, as follows:

**BEGINNING** at a point at the intersection of the title lines in the beds of Old Sawmill Road (a private road) and Deer Creek Forest Road (a private road); thence extending from said point of beginning along the title line in the bed of Old Sawmill Road the eleven (11) following courses and distances, viz: (1) South 53 degrees 23 minutes East 124.60 feet; (2) South 08 degrees 27 minutes East 178.34 feet; (3) South 16 degrees 11 minutes West 100.46 feet; (4) South 05 degrees 28 minutes 40 seconds East 111.33 feet; (5) South 19 degrees 51 minutes 20 seconds West 105.98 feet; (6) South 19 degrees 51 minutes 20 seconds West 22 feet; (7) South 25 degrees 32 minutes West 95.21 feet; (8) South 28 degrees 59 minutes West 109.05 feet; (9) South 40 degrees 16 minutes West 75.80 feet; (10) South 29 degrees 10 minutes West 147.51 feet; and (11) South 05 degrees 52 minutes West 82.86 feet to a point, a corner of Parcel #44 on said Plan; thence extending along said Parcel South 82 degrees 11 minutes 10 seconds West 197.64 feet to a point, a corner of Parcel #46 on said Plan;

VOL 1881 PAGE 165

thence extending along said Parcel 446 North 07 degrees 48 minutes 50 seconds West 966.17 feet to a point in the title line in the bed of Deer Creek Forest Road, aforesaid; thence extending along said title line the next two (2) following courses and distances, viz: (1) North 79 degrees 34 minutes 57 seconds East 115.03 feet, and (2) North 81 degrees 07 minutes 07 seconds East 369.13 feet to the first mentioned point and place of beginning. BEING Parcel No. 47 on said Plan and containing 10.082 acres.

BEING the same premises granted and conveyed unto Seth G. Bell and Bonnie Bell, husband and wife, by Deed of Theodore Coble and Shirley A. Coble, husband and wife, dated July 27, 1993, and recorded in Clearfield County Recorder's Office in Deeds and Records Book volume 1546 at Page 427.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantees/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*William F. Dargatzis*  
(as to water)

*Richard C. Ambler Jr.*  
*William Anderson*

This 20th day of October, 1997

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN; AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSIONS OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

SERVICE LIST OF COUNSEL

David Abrams, Esquire  
Abrams & Mazer  
Alstan Mall, Suite 207  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
Phone: (412) 829-7733  
Fax: (412) 829-0689  
Attorney for First National Bank of Pennsylvania

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel Bank,

Plaintiff

v.

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

ORDER OF COURT

AND NOW, to-wit, this \_\_\_ day of \_\_\_\_\_, 2003, upon consideration of Plaintiff's Petition for Alternate Service of Process, it is hereby Ordered and Directed that service of legal process pursuant to Rule 430 of the Pa.R.C.P. shall be accomplished on the Defendant(s) in the following manner:

1. Posting, by the Sheriff of Clearfield County, Pennsylvania of a copy of the Complaint in Civil Action and this Order of Court allowing service upon the most public part of the security fence located at 311 Old Sawmill Road, Morrisdale, Clearfield County, Pennsylvania 16858.

2. By mailing a copy of the Complaint in Civil Action and this Order of Court by certified mail, return receipt requested, and by regular first class mail, with postal form 3817 to be obtained with respect thereto, to Defendant(s) at their last known address located at 311 Old Sawmill Road, Morrisdale, Clearfield County, Pennsylvania 16858.

3. Plaintiff's counsel is directed to file an affidavit of mailing of record.

4. All future notices, including any Notice of Sheriff Sale of Real Estate and Writ of Execution, shall likewise be served upon the Defendant(s) in the same manner without any further Order of Court.

5. Service pursuant to this Order of Court shall be effective as of the latter of the date of posting the property and/or date of mailing as indicated in the Affidavit of Service filed in this matter by Plaintiff's counsel.

BY THE COURT:

**EXHIBIT**

"E"

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel Bank,

Plaintiff

v.

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

**FILED**

SEP 11 2003

William A. Shaw  
Prothonotary/Clerk of Courts

ORDER OF COURT

AND NOW, this 11<sup>th</sup> day of September, 2003, upon consideration of attached petition a Rule is hereby issued upon Richard C. Anderson, Jr. to Show Cause why the Petition should not be granted. Rule returnable the 1st day of October, 2003, for filing written response.

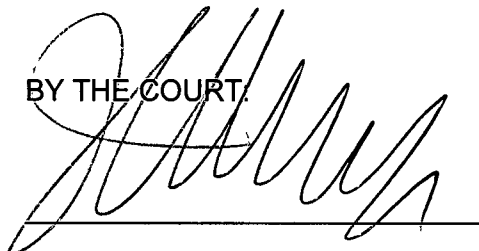
**NOTICE**

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING \_\_\_\_\_ BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARK STREETS  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 50-51**

BY THE COURT.





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a LAUREL BANK,

CIVIL DIVISION

Plaintiff

NO. 03-896-CD

v.

RICHARD C. ANDERSON, JR.,

ISSUE NO.

Defendant

DOCUMENT:

Certificate of Service

CODE:

FILED ON BEHALF OF:

Fayette Bank and Trust Company,  
Plaintiff

TO: PROTHONOTARY

COUNSEL OF RECORD FOR THIS  
PARTY:

[See service list attached and directly  
behind this cover sheet for names and  
addresses of counsel of record for the  
respective parties.]

David Abrams, Esquire, #15983

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

**FILED**

**APR 29 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct photo copy of the Petition and Order of Court dated September 11, 2003, was served upon the Defendant, Richard C. Anderson, Jr., by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 15<sup>th</sup> day of September, 2003, as indicated on the sender's postal receipt form 3817 of the United States Postal Service attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "A", hereof.

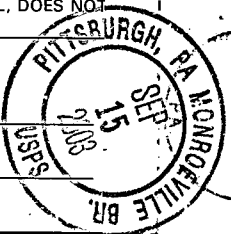
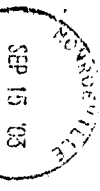
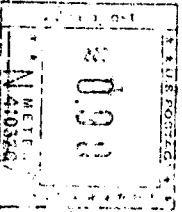
The undersigned hereby certifies that the Plaintiff has not received a response either orally or in writing with respect to the Order of Court to Show Cause dated September 11, 2003.

DATE: 2/9/04

  
DAVID ABRAMS, ESQUIRE

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From		ABRAMS & MAZER	
		ATTORNEYS AT LAW	
		SUITE 207-ALSTAN MALL	
		MONROEVILLE, PA 15146	
One piece of ordinary mail addressed to:			
RICHARD C. ANDERSON, JR.			
311 OLD SAWMILL ROAD			
MORRISDALE, PA 16858			

PS Form 3817, Mar. 1989 FNB VS ANDERSON

**EXHIBIT**

"A"

CP

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

NO. 03-896-CD

vs

ISSUE NO.

RICHARD C. ANDERSON, JR.,

Defendant

DOCUMENT:

Order of Court

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
#15983

       Ira R. Mazer, Esquire  
#18163

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

**SERVICE LIST OF COUNSEL**

David Abrams, Esquire  
Abrams & Mazer  
Alstan Mall, Suite 207  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
Phone: (412) 829-7733  
Fax: (412) 829-0689  
Attorney for First National Bank of Pennsylvania, Plaintiff

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs.

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

**ORDER OF COURT**

AND NOW this 3 day of May, 2004, upon consideration of Plaintiff's Petition for Alternate Service filed by Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, it is hereby ordered and directed as follows:

1. Plaintiff's counsel shall serve Defendant, Richard C. Anderson, Jr., with a copy of a reinstated complaint and notice of suit by first class mail, postage full prepaid directed to Richard C. Anderson, Jr., 311 Old Sawmill Road, Morrisdale, PA 16858.

2. Plaintiff's counsel shall file an affidavit of service of the complaint and attach the certificate of mailing (postal form 3817) to the affidavit of service.

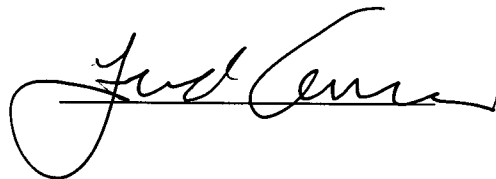
3. Service of process shall be effective upon mailing.

**FILED**

MAY 03 2004

William A. Shaw  
Prothonotary

BY THE COURT:



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a LAUREL BANK,

Plaintiff

v.

RICHARD C. ANDERSON, JR.,

Defendant

CIVIL DIVISION

NO. 03-896-CD

ISSUE NO.

DOCUMENT:

Certificate of Service

CODE:

FILED ON BEHALF OF:

Fayette Bank and Trust Company,  
Plaintiff

TO: PROTHONOTARY

[See service list attached and directly  
behind this cover sheet for names and  
addresses of counsel of record for the  
respective parties.]

COUNSEL OF RECORD FOR THIS  
PARTY:

David Abrams, Esquire, #15983

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

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

**CERTIFICATE OF SERVICE**

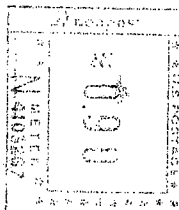
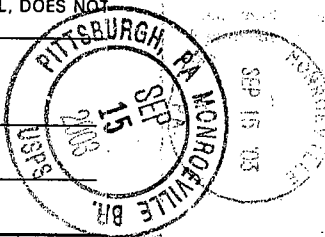
The undersigned hereby certifies that a true and correct photo copy of the Petition and Order of Court dated September 11, 2003, was served upon the Defendant, Richard C. Anderson, Jr., by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 15<sup>th</sup> day of September, 2003, as indicated on the sender's postal receipt form 3817 of the United States Postal Service attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "A", hereof.

The undersigned hereby certifies that the Plaintiff has not received a response either orally or in writing with respect to the Order of Court to Show Cause dated September 11, 2003.

DATE: 2/9/04

  
DAVID ABRAMS, ESQUIRE

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE - POSTMASTER			
Received From		<b>ABRAMS &amp; MAZER</b>	
		<b>ATTORNEYS AT LAW</b>	
		<b>SUITE 207-ALSTAN MALL</b>	
		<b>MONROEVILLE, PA 15146</b>	
One piece of ordinary mail addressed to:			
<b>RICHARD C. ANDERSON, JR.</b>			
<b>311 OLD SAWMILL ROAD</b>			
<b>MORRISDALE, PA 16858</b>			



**EXHIBIT**

"A"

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-C

ISSUE NO.

DOCUMENT:

Complaint in Civil Action

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

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

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

**FILED**

*m 11:03 AM Paul*

JUN 19 2003

William A. Shaw  
Prothonotary



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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:  
:  
:  
: NO.  
:  
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:

**NOTICE TO DEFEND**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notices are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

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

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

FIRST NATIONAL BANK OF	:	
PENNSYLVANIA, f/k/a Laurel	:	
Bank,	:	
	:	
Plaintiff	:	NO.
	:	
vs	:	
	:	
RICHARD C. ANDERSON, JR.,	:	
	:	
Defendant	:	

COMPLAINT IN CIVIL ACTION

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

1. Plaintiff, FIRST NATIONAL BANK OF PENNSYLVANIA, f/k/a Laurel Bank, is a banking institution having an office for the conduct of its business located at 4140 East State Street, Hermitage, Mercer County, Pennsylvania 16148.

2. Defendant, RICHARD C. ANDERSON, JR., is an individual, whose last known residence address is 311 Old Sawmill Road, Morrisdale, Clearfield County, Pennsylvania 16868.

3. On or about May 22, 2000, Defendant signed a Pennsylvania Motor Vehicle Installment Sale Contract, wherein he borrowed the sum of \$14,791.05 from First National Bank of

Pennsylvania, f/k/a Laurel Bank, (hereinafter referred to as "Bank") to purchase a used 1999 Chevrolet Lumina, pursuant to the terms and conditions of a certain Pennsylvania Motor Vehicle Installment Sale Contract, a copy of which is attached hereto, made part hereof and designated Exhibit "A".

4. Pursuant to said Agreement, Exhibit "A", Defendant agreed, inter-alia, to make payments of \$314.26 per month for 60 months, said payments to be mailed to First National Bank of Pennsylvania, f/k/a Laurel Bank.

5. In approximately July 2002, the 1999 Chevrolet Lumina was totaled. Defendant failed to make further payments on said Agreement, Exhibit "A", nor did the automobile insurance company make a payment directly to Plaintiff.

6. As of November 6, 2002, Defendant was in default of said Agreement, Exhibit "A", having failed to make all monthly payments in a timely fashion.

7. Requests were made of the Defendant from Plaintiff for all or a portion of the remaining \$11,633.88 balance.

8. Despite these requests, Defendant has failed and refused to pay said balance or any part thereof.

9. Pursuant to the terms of the Pennsylvania Motor Vehicle Installment Contract, designated Exhibit "A", and incorporated herein by reference, Defendant agreed that together with the unpaid balance, Defendant is also liable for interest at the note rate of 10.00%, along with reasonable attorneys fees incurred in the enforcement of this obligation and other costs of litigation.

10. Defendant is indebted to Plaintiff in the amount of \$15,334.39 based upon the following computation:

Principal sum:	\$11,633.88
Reasonable attorney's commission	3,008.47
Interest from date of charge off	692.04
TOTAL:	\$15,334.39

WHEREFORE, Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, demands judgment against Defendant, Richard C. Anderson, Jr., in the amount of \$15,334.39 plus interest from and after November 6, 2002, per the terms of the agreement, and costs of litigation.

ABRAMS & MAZER

BY: 

David Abrams, Esquire  
Attorney for Plaintiff

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

**ANNUAL  
PERCENTAGE RATE**The cost of your credit as  
a yearly rate.

10.00

%

**FINANCE  
CHARGE**The dollar amount the  
credit will cost you.

4064.55

\$

**Amount Financed**The amount of credit provided  
to you or on your behalf.

14791.05

\$

**Total of Payments**The amount you will have paid after you  
have made all scheduled payments.

18855.60

\$

**Total Sale Price**The total cost of your purchase on  
credit, including your downpayment

of \$

19855.60

\$

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 314.26	06/21/2000
	N/A	Monthly, beginning
	\$ 5.00	

**Security:** You are giving a security interest in the motor vehicle being purchased.**Prepayment:** If you pay off early, you will not have to pay a penalty.**Filing Fees:** \$**Late Charge:** If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract  
we are  
the SELLER.

KEN LONG MOTORS, INC. 113 WALTON ST POB 171 PHILIPSBURG PA 16808

Name

Address

Zip Code

You are  
the BUYER(S).

RICHARD C ANDERSON JR RR1 BOX 4121 MORRISDALE PA 16858

Name(s)

Address(es)

Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract:

**TRADE-IN:**You have traded in  
the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance, which costs \$ N/A. What is your age? Years

By signing, you select Single Credit Accident &amp; Health Insurance, which costs \$ N/A. What is your age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A. What are your ages?

By signing, you both select Joint Credit Accident &amp; Health Insurance, which costs \$ N/A. What are your ages? Percentage to be insured

1. \_\_\_\_\_ %

1. \_\_\_\_\_ %

2. \_\_\_\_\_ %

2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident &amp; Health Insurance

**Insurer:****VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
1999 CHEVROLET	LUMINA				
Equipped with	XX A.T. XX P.S. XX AM-FM Stereo	5 Spd.	Other		
	XX A.C. XX P.W. XX AM-FM Tape	Vinyl Top			

**ASSIGNEE:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

**Itemization of Amount Financed**Cash Price 13900.00  
\$Cash Downpayment 2000.00  
\$Trade-In  
Value of Trade-In N/A  
\$Lien Payoff to : N/A  
\$Unpaid Cash Price Balance 12900.00  
\$To Credit Insurance Company  
\$ N/A

To Public Officials for:

License, Tags and Registration  
\$ 86.25Lien Fee 5.00  
\$ SERVICE CONTRACTTo 880.00  
\$ DOC FEETo 33.00  
\$To N/A  
\$ SALES TAXTo 886.80  
\$Amount Financed 14791.05  
\$Finance Charge 4064.55  
\$Total of Payments (Time-Balance)  
\$ 18855.60Payment Schedule - You agree to pay  
to us the Amount Financed plus interest in  
59

EXHIBIT

"A"

LAUREL BANK  
532-534 Main Street, Johnstown, PA 15901

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

KEN LONG MOTORS, INC.

SELLER

BY

05/22/2000

Date

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

BUYER

(SEAL)

Date

BUYER

(SEAL)

Date

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

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

Co-Signer's Signature

(SEAL)

Address

Date

Co-Signer's Signature

(SEAL)

Address

Date

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

Co-Owner's Signature

(SEAL)

Address

Date

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

BUYER

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

# ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

## 6. WAIVERS:

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

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

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

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

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

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

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

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

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

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

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

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

a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. **ACCELERATION OF THE OUTSTANDING BALANCE:** If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted shall be due and payable on demand. If the credit is due and payable on demand, Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.

15. **SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

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

16. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

17. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

18. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

19. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

20. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.**

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

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

**NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**NOTICE OF PROPOSED CREDIT INSURANCE**

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.**



AFFIDAVIT

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

DATE: JUN 17 2003

Elizabeth M. X

10 Sept 03 Document  
Reinstated/~~Reissued~~ to ~~Shaw~~ Attorney  
for service.

*William A. Shaw*

~~Deputy~~ Prothonotary

12 May 04 Document  
Reinstated/~~Reissued~~ to ~~Shaw~~ Attorney  
for service.

*William A. Shaw*

~~Deputy~~ Prothonotary

William A. Shaw  
Prothonotary

JUN 19 2003  
11:03 AM PD 85:00  
1cc to H.

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

ISSUE NO.

DOCUMENT:

Praecipe to Reinstate Complaint

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
#15983

       Ira R. Mazer, Esquire  
#18163

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

**FILED**

**MAY 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

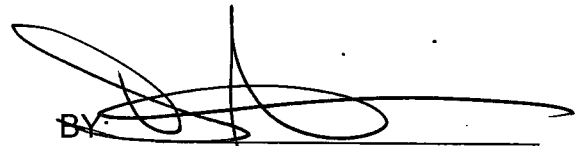
:  
:  
:  
NO. 03-896-CD  
:  
:

**PRAECIPE TO REINSTATE COMPLAINT**

TO: CLEARFIELD COUNTY PROTHONOTARY

Kindly reinstate the Complaint in Civil Action filed at the above captioned number  
and term.

ABRAMS & MAZER

  
BY: \_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

ISSUE NO.

DOCUMENT:  
Affidavit of Service

CODE:

FILED ON BEHALF OF:  
First National Bank of  
Pennsylvania, f/k/a Laurel Bank

COUNSEL OF RECORD FOR THIS  
PARTY:

David Abrams, Esquire, #15983  
ABRAMS & MAZER  
Firm No. 410  
ATTORNEYS AT LAW  
Alstan Mall - Suite 207  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
Phone: (412) 829-7733  
Fax: (412) 829-0689

FILED

JUN 14 2004

William A. Shaw  
Prothonotary

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

NO. 03-896-CD

RICHARD C. ANDERSON, JR.,

Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

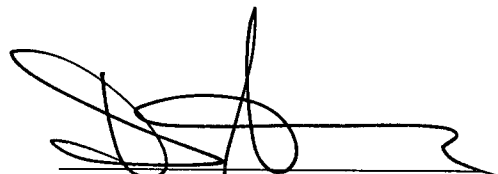
David Abrams, Esquire, deposes and states as follows:

1. I hereby verify that I am counsel of record for Plaintiff in this action;
2. I am an adult individual over the age of 18 years;
3. I caused a true and correct photocopy of the Reinstated Complaint filed in this action to be directed from the Monroeville Branch of the United States Postal Service directed to the Defendant on the 14<sup>th</sup> day of May, 2004, as indicated on the sender's postal receipt form 3817 of the United States Postal Service, per Order of Court dated May 3, 2004, attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "B", hereof.
4. The statements contained herein are based upon my knowledge, information, and belief.

I further understand that false statements herein contained are made subject to the penalties set for in 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

DATE:

6/9/04

  
DAVID ABRAMS, ESQUIRE

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896-CD

**ORDER OF COURT**

AND NOW this 3 day of May, 2004, upon consideration of Plaintiff's Petition for Alternate Service filed by Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, it is hereby ordered and directed as follows:

1. Plaintiff's counsel shall serve Defendant, Richard C. Anderson, Jr., with a copy of a reinstated complaint and notice of suit by first class mail, postage full prepaid directed to Richard C. Anderson, Jr., 311 Old Sawmill Road, Morrisdale, PA 16858.

2. Plaintiff's counsel shall file an affidavit of service of the complaint and attach the certificate of mailing (postal form 3817) to the affidavit of service.

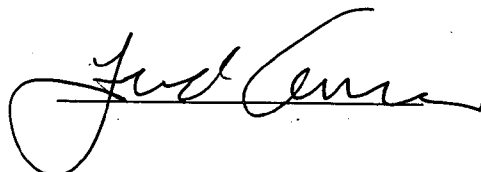
3. Service of process shall be effective upon mailing.

**FILED**

MAY 03 2004

William A. Shaw  
Prothonotary

BY THE COURT:







AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :


: SS:

COUNTY OF ALLEGHENY :

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

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

DATE: 6/9/01

  
\_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

CIVIL DIVISION

NO. 03-896-CD

Plaintiff

ISSUE NO.

vs

RICHARD C. ANDERSON, JR.,

DOCUMENT:  
Praecipe for Judgment

Defendant

CODE:

FILED ON BEHALF OF:

Plaintiff

TO: PROTHONOTARY

COUNSEL OF RECORD FOR THIS  
PARTY:

(See service list attached  
and directly behind this cover  
sheet for names and addresses  
of counsel of record for the  
respective parties.)

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

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

**FILED**

JUN 14 2004

William A. Shaw  
Prothonotary

SERVICE LIST OF COUNSEL

David Abrams, Esquire  
Abrams & Mazer  
Alstan Mall, Suite 207  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
Phone: (412) 829-7733  
Fax: (412) 829-0689  
Attorney for First National Bank of Pennsylvania

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:  
:  
: NO. 03-896-CD  
:  
:  
:

PRAECIPE FOR JUDGMENT

TO: PROTHONOTARY, CLEARFIELD COUNTY, PENNSYLVANIA

Kindly enter judgment in favor of Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, and against Defendant, Richard C. Anderson, above named, in the amount of \$15,334.39 with interest from and after November 6, 2002, at the rate of 10.00%, per the terms of the agreement, and costs of litigation.

ABRAMS & MAZER

BY: 

DAVID ABRAMS, ESQUIRE

CERTIFICATION OF LAST KNOWN ADDRESS

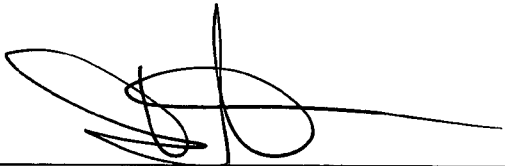
The undersigned hereby certifies that the last known address of the following is:

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

Defendant: Richard C. Anderson, Jr.  
311 Old Sawmill Road  
Morrisdale, PA 16858

DATE: \_\_\_\_\_

6/9/04

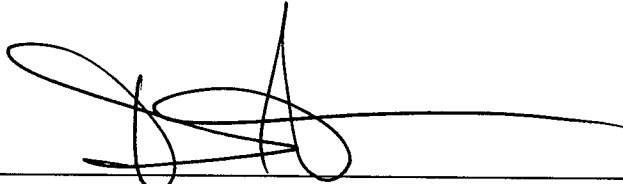
  
\_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the original of the within notice required to be served upon the Defendant pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure was directed by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 25<sup>th</sup> day of May, 2004, as indicated on the sender's postal receipt form 3817 of the United States Postal Service attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "A", hereof.

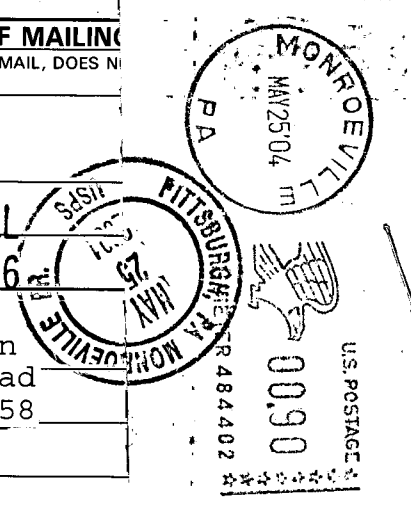
DATE:

6/9/04



DAVID ABRAMS, ESQUIRE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		<b>ABRAMS &amp; MAZER</b>	
		ATTORNEYS AT LAW	
		SUITE 207-ALSTAN MALL	
		MONROEVILLE, PA 15146	
One piece of ordinary mail addressed to:			
Richard C. Anderson			
311 Old Sawmill Road			
Morrisdale, PA 16858			
PS Form 3817, Mar. 1989		FNB/Anderson	



EXHIBIT

"A"

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON,

Defendant

:  
:  
: NO. 03-896-CD  
:  
:

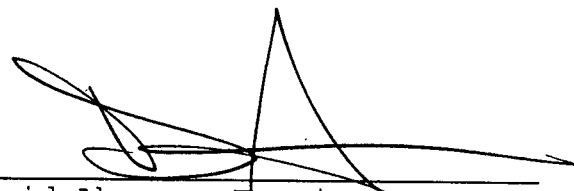
TO: Richard C. Anderson  
311 Old Sawmill Road  
Morrisdale, PA 16858

Date of Notice: May 25, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PENNSYLVANIA LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375**



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

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA, f/k/a Laurel  
Bank,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:

:

:

:

:

:

NO. 03-896-CD

COPY

NOTICE OF ENTRY OF JUDGMENT

TO: Richard C. Anderson, Jr.  
311 Old Sawmill Road  
Morrisdale, PA 16858  
Clearfield, PA 16830

You are hereby notified that judgment was entered against you  
in the above captioned proceeding on the \_\_\_\_ day \_\_\_\_\_,  
2004.

That judgment is as follows: \$15,334.39 together with interest  
at the rate of 10.00% per annum from and after the 6<sup>th</sup> day of  
November, 2002 and costs of litigation.

\_\_\_\_\_  
DEPUTY



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

First National Bank of Pennsylvania  
Plaintiff(s)

No.: 2003-00896-CD

Real Debt: \$15,334.39

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard C. Anderson Jr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 14, 2004

Expires: June 14, 2009

COPY

Certified from the record this 14th day of June, 2004

\_\_\_\_\_  
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

7.10(b) do not apply. Finally, the Court rejects Plaintiffs' assertion that the Court is required to maintain the derivative action because no specific reasons are advanced by the Special Panel as to why injury to the corporation outweighs adverse impact on the public interest from dismissal..

### **Plaintiffs' Exception 7**

Plaintiff argues that the Special Panel's procedures violated Section 7.10 of the ALI Principles. Section 7.10 provides that

the panel should receive unrestricted access to all relevant corporate records and is entitled to the assistance of special counsel of its choice. . . . If the panel is unable to obtain access to witnesses, records or other relevant data because of lack of cooperation from the corporation or defendants, it should so report to the court, and the court should decline to dismiss the action.

The Special Panel in this case provided no indication that it was denied access to information. Plaintiffs complain that the Special Panel did not indicate at the hearing held on April 30, 2001 that it had read Plaintiffs' submission, did not request additional information, did not have a court reporter, elected not to hear from certain witnesses and that the Panel members "were subjected to multiple improper attempts to bias them in favor of the Corman Defendant and Irvin as set forth in the Monteverde Affidavit." These complaints have nothing to do with the standards set forth in Section 7.10 of the ALI Principles. Accordingly, the Court finds Plaintiffs' Exception 7 to be without merit.

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896 CD

ISSUE NO.

DOCUMENT:

Bill of Costs

CODE:

FILED ON BEHALF OF:  
First National Bank of Pennsylvania  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

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

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

FILED *No cc*  
SEP 16 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

:

:

NO. 03-896 CD

:

:

:

BILL OF COSTS

Discovery in Aid of Execution -- Deposition

\$ 250.00

TOTAL:

\$ 250.00

ABRAMS & MAZER

BY: 

DAVID ABRAMS, ESQUIRE

FIRST NATIONAL BANK OF  
FARMINGTON

CIVIL DIVISION

FILED

SEP 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

CODE

SEP 16 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

RICHARD C. ANDERSON, JR.,

Defendants

CIVIL DIVISION

NO. 03-896 CD

ISSUE NO.

DOCUMENT:  
Certificate of Service of  
Interrogatories in Aid of  
Execution

CODE:

FILED ON BEHALF OF:

First National Bank of Pennsylvania,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

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

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

FILED No cc  
SEP 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,  
Plaintiff

vs.

RICHARD C. ANDERSON, JR.,

Defendants

NO. 03-896 CD

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the Interrogatories Propounded to Defendant Richard Anderson, Jr., for the purpose of Discovery of Assets of the Defendant Pursuant to Rule 3117 of the Pennsylvania Rules of Civil Procedures was served by regular mail on and deposited from the Monroeville Branch of the U.S. Postal Service upon Richard C. Anderson, Jr. on the 14th day of September, 2004.

Date: 9/14/04

  
David Abrams, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD CO., PENNSYLVANIA

CIVIL DIVISION

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

NO. 03 - 896 CD

RICHARD C. ANDERSON, JR.,

Defendant

ISSUE NO.

DOCUMENT:

Praeipue to Withdraw and Substitute  
Counsel

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
#15983

       Ira R. Mazer, Esquire  
#18163

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

*5* **FILED** *no cc*  
*11:03 AM*  
**JUN 04 2009**  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD CO., PENNSYLVANIA  
CIVIL DIVISION

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

RICHARD C. ANDERSON, JR.,


Defendant

NO. 03 - 896 CD

TO: PROTHONOTARY, CLEARFIELD COUNTY, PENNSYLVANIA

Kindly withdraw the appearance of David Abrams, Esquire and Ira R. Mazer, Esquire and the law firm of Abrams & Mazer as counsel for Plaintiff and substitute the appearance of Bernard C. John, Esquire.

Date: MAY 11 2009

  
\_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

Date: MAY 11 2009

  
\_\_\_\_\_  
IRA R. MAZER, ESQUIRE

Date: 5/21/09

  
\_\_\_\_\_  
BERNARD C. JOHN, ESQUIRE

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896 CD

ISSUE NO.

DOCUMENT:

Praecipe for Appearance

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Bernard C. John, Esquire  
#94866

AAS DEBT RECOVERY INC.  
Suite 205-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-0624  
(412) 829-1154 FAX

5  
**FILED** No cc  
mho:3/6/09  
JUN 04 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.

Defendant


:  
:  
:  
:  
:  
:  
:  
:

NO. 03-896 CD

PRAECIPE FOR APPEARANCE

To: PROTHONOTARY CLEARFIELD COUNTY

Kindly enter my appearance for Plaintiff in the above captioned matter.

  
Bernard C. John, Esquire

FILED

mm:02:01  
AUG 20 2009

Att'y pd.  
\$0.00

William A. Shaw  
Prothonotary/Clerk of Courts

2 wnts  
to Sheriff

(610)

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896 CD

ISSUE NO.

DOCUMENT:

Writ of Revival

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Bernard C. John, Esquire  
#94866

AAS DEBT RECOVERY INC.  
Suite 205-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-0624  
(412) 829-1154 FAX

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.

Defendant

NO. 03-896 CD


PRAECIPE FOR WRIT OF REVIVAL

TO: PROTHONOTARY CLEARFIELD COUNTY

Kindly issue Writ of Revival of Lien entered at No. 03-896 CD, and enter it in the judgement index against Richard C. Anderson Jr. in the amount of \$15,334.88, together with interest from and after November 6, 2002 in the amount of \$9,676.20 for a total sum of \$25,010.59, plus litigation costs and additional interest at the rate of 10% per annum.

Attorney for Plaintiff.

BY:

  
Bernard C. John, Esquire

COPY

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

First National Bank of Pennsylvania

Vs.

Case No. 2003-00896-CD

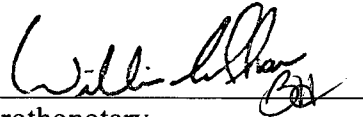
Richard C. Anderson Jr.

WRIT OF REVIVAL

TO: Richard C. Anderson, Jr.

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$25,010.59
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, August 20, 2009

  
Prothonotary

Filing party:  
Bernard C. John, Esq.  
Ste. 205-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-0624

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 03-896-CD

FIRST NATIONAL BANK OF PENNSYLVANIA

VS

RICHARD C. ANDERSON JR.

SERVICE # 1 OF 1

WRIT OF REVIVAL

SERVE BY: 11/18/2009

HEARING:

PAGE: 106081

DEFENDANT: RICHARD C. ANDERSON JR.

ADDRESS: 311 OLD SAWMILL ROAD  
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 8-31-09 AT 11:03 AM/PM SERVED THE WITHIN

WRIT OF REVIVAL ON RICHARD C. ANDERSON JR., DEFENDANT

BY HANDING TO April Webster 1 Girl friend

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM (HER) THE CONTENTS THEREOF.

ADDRESS SERVED 311 Old Sawmill Road  
Morrisdale, PA. 16858

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL FOR RICHARD C. ANDERSON JR.

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RICHARD C. ANDERSON JR.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

Deputy Signature

Print Deputy Name

FILED

NOV 30 2009

11/4:00/5  
William A. Shaw  
Prothonotary/Clerk of Courts

no 42  
NOTICE TO DEFENDANT

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.,

Defendant

NO. 03-896 CD

ISSUE NO.

DOCUMENT:

Praecipe for Judgment on Revival

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Bernard C. John, Esquire  
#94866

AAS DEBT RECOVERY INC.  
Suite 205-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-0624  
(412) 829-1154 FAX



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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.


Defendant

NO. 03-896 CD

PRAECIPE FOR JUDGMENT ON WRIT OF REVIVAL

TO: PROTHONOTARY, CLEARFIELD COUNTY, PENNSYLVANIA

Kindly enter judgment on the Writ of Revival of Judgment at 03-896 cd in favor of Plaintiff, First National Bank of Pennsylvania, and against Defendant Richard C. Anderson Jr., the above named, in the amount of \$15,334.88 together with interest from and after November 6, 2002, at the rate of 10% and costs of litigation.

BY:   
Bernard C. John, Esquire  
Attorney for Plaintiff

Plaintiff's address is: 4140 East State Street, Hermitage, PA 16148

Defendant's address is: 311 Old Sawmill Road, Morrisdale, PA 16858

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.

Defendant

NO. 03-896 CD

TO: Richard C. Anderson Jr.  
311 Old Sawmill Road  
Morrisdale, PA 16858

Date of Notice: NOV 13 2009

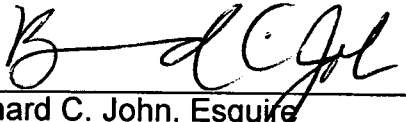
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

**DANIEL J. NELSON, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641 EXT 5982**

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

  
Bernard C. John, Esquire  
Alstan Mall, Suite 205  
2526 Monroeville Boulevard  
Monroeville, PA 15146  
(412) 829-0624  
Telefax: (412) 829-1154  
Pa. Supreme Ct. #94866

## CERTIFICATION OF SERVICE

The undersigned hereby certifies that the original of the within notice required to be served upon the Defendant pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure was directed by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 13<sup>th</sup> day of November, 2009, as indicated on the sender's postal receipt form 3817 of the United States Postal Service attached hereto, made part hereof, expressly incorporated herein by reference and designated Exhibit "A", hereof.

**UNITED STATES POSTAL SERVICE®**

**Certificate of Mailing**

This Certificate of Mailing provides evidence that mail has been presented for mailing. This form may be used for domestic and international mail.

From: **AAS**  
**PO Box 129**  
**2526 Monroeville Blvd. Ste 205A**  
**Monroeville, PA 15146**

To: **Richard C. Anderson Jr.**  
**311 Old Sawmill Road**  
**Morrisdale, PA 16858**

PS Form **3817**, April 2007 PSN 7530-02-000-9065

**US POSTAGE**

**HASLER**

**\$1.150**

**11/13/2009**

**Mailed From 15146**

**017H15520348**

**NOV 13 2009**

**MONROEVILLE PA**



NOV 25 2009

DATE

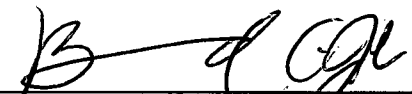
  
Bernard C. John, Esquire

EXHIBIT "A"

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.

Defendant

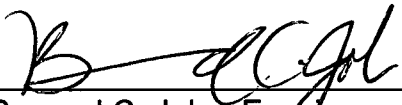
NO. 03-896 CD

AFFIDAVIT OF NON-MILITARY SERVICE

I hereby verify that I have been advised and believe that the above named defendant(s), Richard C. Anderson Jr., is/are not presently in the active military service of the United States of America and aver that he/she/they are not members of the Army of the United States, United States Navy, the Marine Corps, the Air Force, or the Coast Guard, and is/are not an officer of the Public Health Service Detailed by proper authority for duty with the Army or Navy; no is/are he/she/they engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, nor has he/she/they, to the best of this affiant's knowledge, enlisted in military service covered by this act; that the averments herein set forth, insofar as they are within his knowledge are correct and true; and insofar as they are based on information received from others, are true and correct, and he verily believes.

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

NOV 25 2009  
DATE: \_\_\_\_\_

  
Bernard C. John, Esquire

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

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs

RICHARD C. ANDERSON, JR.

Defendant

NO. 03-896 CD

NOTICE OF ENTRY OF JUDGMENT

TO: Richard C. Anderson Jr.  
311 Old Sawmill Road  
Morrisdale, PA 16858

You are hereby notified that judgment was entered against you in the above  
captioned proceeding on the 30<sup>TH</sup> day November 2009.

That judgment is as follows: \$15,334.88 together with interest from and after  
November 6, 2002, at the rate of 10% and costs of litigation.

  
\_\_\_\_\_  
DEPUTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106081  
NO: 03-896-CD  
SERVICES 1

WRIT OF REVIVAL

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: RICHARD C. ANDERSON JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	AAS/LAW	913	10.00
SHERIFF HAWKINS	AAS/LAW	913	32.30

**FILED**  
01/20/2010  
JAN 20 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

So Answers,



Chester A. Hawkins  
Sheriff

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

**COPY**

First National Bank of Pennsylvania

Vs.

Case No. 2003-00896-CD

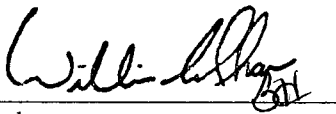
Richard C. Anderson Jr.

WRIT OF REVIVAL

TO: Richard C. Anderson, Jr.

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$25,010.59
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, August 20, 2009



Prothonotary

Filing party:

Bernard C. John, Esq.  
Ste. 205-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-0624