

03-1292-CD
DEPOSIT BANK vs. RICK L. FRANTZ, et al.

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

DEPOSIT BANK, : NO. 03 - 1292 C.D.
PLAINTIFF : TYPE OF CASE: REPLEVIN
VS. : TYPE OF PLEADING: COMPLAINT
RICK L. FRANTZ and, : FILED ON BEHALF OF: PLAINTIFF
PAMELA J. FRANTZ, :
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: CHRISTOPHER E. MOHNEY, ESQUIRE
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

SEP 02 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - C.D.
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PLAINTIFF : TYPE OF CASE: REPLEVIN
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VS. : :
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PAMELA J. FRANTZ, : :
: :
DEFENDANTS : :

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

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

DEPOSIT BANK,	:	NO. 03 -	C.D.
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	:		
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PAMELA J. FRANTZ,	:		
	:		
DEFENDANTS	:		

COMPLAINT

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **RICK L. FRANTZ and PAMELA J. FRANTZ**, are adult individuals with a last known address at RR1, Box 59B, Luthersburg, Clearfield County, Pennsylvania 15848.
3. On November 22, 1996, Defendants entered into a Note with Plaintiff, which Note was secured by a Mortgage also dated November 22, 1996. A copy of the Note is attached hereto as Exhibit "A"

4. Attached hereto as Exhibit "B" is copy of Certificate of Title for a trailer indicating first lien in favor of **DEPOSIT BANK**, which trailer was pledged by Defendants as additional security on the aforementioned Note loan.

5. Plaintiff believes, and therefore avers, that the trailer is placed on a foundation on the real estate pledged as collateral on the Note pursuant to the aforementioned mortgage.

6. Defendants are in default under the terms of the Promissory Note in that they have not made the required monthly payments.

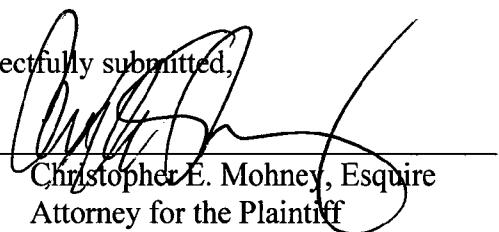
7. Contemporaneous with this Action in Replevin, Plaintiff has filed an Action in Mortgage Foreclosure on the real estate.

8. By virtue of Defendants' failure to make principal payments due upon the aforementioned mortgage and Note, Plaintiff is entitled to possession of the mobile home/trailer that is resting on the real estate, believed to be on a foundation and, therefore, averred to be permanently attached to the property.

9. By reason of the foregoing, Plaintiff is entitled to possession of the 1977 Victorian Mobile Home/Trailer, Pennsylvania Vehicle Identification Number V7014KK23329.

WHEREFORE, Plaintiff demands judgment for possession of the 1977 Victorian Mobile Home/Trailer, Pennsylvania Vehicle Identification Number V7014KK23329.

Respectfully submitted,

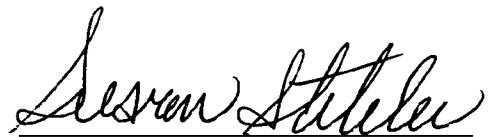
BY: 

Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Suite 201A
DuBois, PA 15801
(814) 375-1044

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stiteler

Susan Stiteler

NOTE

2/9/96

DuBois, Pennsylvania

R R 1 BOX 59 B, LUTHERSBURG, Pennsylvania, 15848
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$13,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.450%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on April 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 1, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 5 N Main St, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$167.02.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

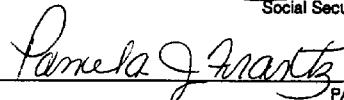
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



(Seal)

RICK L FRANTZ-Borrower
Social Security Number - 184-46-7264

(Seal)

PAMELA J FRANTZ-Borrower
Social Security Number - 179-50-0072

Social Security Number - _____

(Seal)
-Borrower

[Sign Original Only]

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

8,994

963390066004700-001

V7014KK23329

VEHICLE IDENTIFICATION NUMBER

77 VICTORIAN

29235906802 FR

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MH

1

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

12/05/96

EXEMPT

4

9/15/77

12/05/96

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

GWWR

GWWR

TITLE BRANDS

ODOOMETER STATUS

04 ACTUAL MILEAGE
1 MILEAGE EXCEEDS THE MECHANICAL LIMITS
2 NOT THE ACTUAL MILEAGE
3 NOT THE ACTUAL MILEAGE-ODOMETER
4 METER VERIFIED
5 EXEMPT FROM ODOMETER DISCLOSURE

ODOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

RICK L & PAMELA J
FRANTZ
R D 1
BOX 1598
LUTHERSBURG PA 15848

TITLE BRANDS

A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
E = OUT OF COUNTRY
G = ORIGINALLY FGND FOR NON-DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REISSUED VIN
W = FLOOD VEHICLE
X = FORMERLY A TAXI

FIRST LIEN FAVOR OF

DEPOSIT BANK

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

SECOND LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

If a second lienholder is listed upon satisfaction of the first lien, the lienholder must forward this title to the Bureau of Motor Vehicles with appropriate form and fee.

MAILING ADDRESS

BY AUTHORIZED REPRESENTATIVE

DEPOSIT BANK
5 N MAIN ST
DU BOIS PA 15801

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L. MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

SUBSCRIBED AND SWORN
TO BEFORE ME

MD. DAY. YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".

A Joint tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).B Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).LIEN DATE: IF NO LIEN CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

ZP

UEN DATE: IF NO LIEN CHECK BOX

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

ZP

SEAL

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHTRTT "R"

07754387

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

FRANTZ, RICK L. & PAMELA J.

COMPLAINT IN REPLEVIN

Sheriff Docket # 14522

03-1292-CD

SHERIFF RETURNS

NOW SEPTEMBER 25, 2003 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RICK L. FRANTZ, DEFENDANT AT RESIDENCE, RR#1 BOX 59B, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES FRNTZ, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COURDRIET./RYEN

NOW SEPTEMBER 25, 2003 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON PAMELA J. FRANTZ, DEFENDANT AT RESIDENCE, RR#1 BOX 59B, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES FRANTZ, BROTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
36.61	SHERIFF HAWKINS PAID BY: PLFF CK# 83722
20.00	SURCHARGE PAID BY: PLFF CK# 85536

Sworn to Before Me This

29th Day Of Sept. 2003
W. A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED
073:45 AM
SEP 29 2003
E. G.
William A. Shaw
Prothonotary Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1292 C.D.
: TYPE OF CASE: REPLEVIN
PLAINTIFF :
VS. : TYPE OF PLEADING: MOTION FOR
: JUDGMENT
: FILED ON BEHALF OF: PLAINTIFF
RICK L. FRANTZ and, :
PAMELA J. FRANTZ, :
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: CHRISTOPHER E. MOHNEY, ESQUIRE
: 90 BEAVER DRIVE, SUITE 111-B
: DUBOIS, PA 15801
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FILED

APR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1292 C.D.
PLAINTIFF : CIVIL ACTION - LAW
VS. :
RICK L. FRANTZ and, :
PAMELA J. FRANTZ, :
DEFENDANTS :
:

MOTION FOR JUDGMENT

AND NOW, comes Plaintiff **DEPOSIT BANK**, by its undersigned attorney, respectfully moves this Honorable Court pursuant to Pennsylvania Rule of Civil Procedure 1037(c) for the entry of judgment against Defendants **RICK L. FRANTZ** and **PAMELA J. FRANTZ**, for relief admitted to be due by Defendants, and in support avers:

1. On September 2, 2003, Plaintiff **DEPOSIT BANK** caused to be filed a Complaint in Replevin against Defendants **RICK L. FRANTZ** and **PAMELA J. FRANTZ**, seeking possession of a 1977 Victorian Mobile Home/Trailer, Vehicle Identification Number V7014KK23329.
2. Defendant **RICK L. FRANTZ** was served on September 25, 2003.
3. Defendant **PAMELA J. FRANTZ** was served on September 25, 2003.

4. On April 2, 2004, Defendant **RICK L. FRANTZ** was mailed a 10 day Important Notice for failure to respond to the Complaint.

5. On April 2, 2004, Defendant **PAMELA J. FRANTZ** was mailed a 10 day Important Notice for failure to respond to the Complaint.

6. Neither Defendant has filed written response, or otherwise appeared.
7. Pursuant to Pennsylvania Rule of Civil Procedure 1071, actions in replevin are to conform to civil actions.

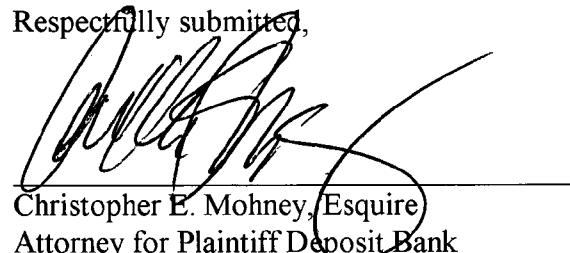
8. Pursuant to Pennsylvania Rule of Civil Procedure 237.1, et seq., Plaintiff **DEPOSIT BANK** is entitled to default judgment.

9. Pursuant to Pennsylvania Rule of Civil Procedure 1084, in an action in replevin when judgment is entered before a trial for a party not in possession of the property, i.e., Plaintiff **DEPOSIT BANK**, the judgment shall determine the party's right to recover possession of the property, the money value of the property based upon the value set forth in Plaintiff's Complaint and the party's right to recover special damages, if any.

10. Plaintiff **DEPOSIT BANK** has a contemporaneous action in mortgage foreclosure pending, to which the property sought to be acquired by replevin is a mobile home on a brick foundation, to which mobile home **DEPOSIT BANK** has not averred money value.

WHEREFORE, Plaintiff **DEPOSIT BANK** demands judgment for possession of the 1977 Victorian Mobile Home/Trailer, Vehicle Identification Number V7014KK23329.

Respectfully submitted,



Christopher E. Mohney, Esquire
Attorney for Plaintiff Deposit Bank
PA I.D. #63494
90 Beaver Drive, Suite 111-B
DuBois, PA 15801
(814) 371-2730

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

DEPOSIT BANK, : NO. 03 - 1292 C.D.
: :
PLAINTIFF : CIVIL ACTION - LAW
: :
VS. : :
: :
RICK L. FRANTZ and, :
PAMELA J. FRANTZ, :
: :
DEFENDANTS : :

ORDER

AND NOW, this 26th day of April, 2004, upon Motion for Default Judgment in action for replevin filed on behalf of Plaintiff **DEPOSIT BANK**, and Hearing thereon, said Motion is hereby GRANTED.

DEPOSIT BANK is entitled, and Defendants **RICK L. FRANTZ and PAMELA J. FRANTZ** shall deliver possession of the 1977 Victorian Mobile Home/Trailer, Vehicle Identification Number V7014KK23329 to Plaintiff, or Plaintiff's authorized representative. Defendants **RICK L. FRANTZ and PAMELA J. FRANTZ** are further ordered to immediately cooperate and cause to be transferred the Certificate of title for the 1977 Victorian Mobile Home/Trailer, Vehicle Identification Number V7014KK23329 and any attending paperwork to Plaintiff **DEPOSIT BANK**.

FILED

BY THE COURT,

MAY 05 2004

William A. Shaw
Prothonotary

Judie L. Zimmerman