

03-1632-CD
FIRST NATIONAL BANK OF PENNSYLVANIA vs DEBBIE J. STALLONE

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

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

Plaintiff

NO. 03-1632-CD

vs

DEBBIE J. STALLONE,

ISSUE NO.

Defendant

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
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FILED

NOV 03 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
DEBBIE J. STALLONE,
Defendant

NO. 03-1632-CJ

NOTICE TO DEFEND

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

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

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

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

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

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

Plaintiff :
:

vs :
:

DEBBIE J. STALLONE, :
:

Defendant :
:

COMPLAINT IN CIVIL ACTION

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

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

2. Defendant, Debbie J. Stallone (hereinafter referred to as "Defendant"), is an individual, whose last known residence address is 213 Bailey Road, Curwensville, PA 16833.

3. Plaintiff is formerly known as Laurel Bank.

4. On or about November 17, 2000, Defendant purchased a used 1999 Oldsmobile Intrigue from Ken Long Motors, Inc., Philipsburg, Centre County, PA (hereinafter referred to as "Dealer") pursuant to the terms and conditions of a certain Pennsylvania Motor Vehicle Installment Sale Contract, a copy of which is attached hereto, made part hereof and designated Exhibit "A".

5. Dealer delivered and Defendant received and accepted the used 1999 Oldsmobile Intrigue so purchased.

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

7. Pursuant to the Agreement, Exhibit "A", Defendant agreed, inter-alia, to make payments of \$417.95 per month for 60 months, said payments to be mailed to Laurel Bank.

8. As of April 15, 2003, Defendant was in default of the Agreement, Exhibit "A", having failed to make all monthly payments in a timely fashion, and further being past due for several months at that time.

9. On or about April 15, 2003, Defendant's 1999 Oldsmobile Intrigue was repossessed by Plaintiff.

10. On April 15, 2003, Plaintiff sent a Notice of Repossession letter to Defendant by registered mail, advising Defendant of her redemption rights regarding this motor vehicle. A copy of said Notice of Repossession is attached hereto, made part hereof and designated Exhibit "B".

11. Pursuant to the Notice of Repossession, Exhibit "B", and the mandates of the Pennsylvania Motor Vehicle Sales Finance Act of 1947, 69 P.S. §601 et. seq., First National Bank of Pennsylvania obtained various bids for the 1999 Oldsmobile Intrigue and sold same for \$4,600.00 to the highest bidder.

12. The sum of \$4,600.00 was applied to the unpaid balance pursuant to the Agreement, Exhibit "A", resulting in a balance of \$8,520.67 being due and owing on the account.

13. On June 20, 2003 a letter was directed to the Defendant advising her of the sale and the remaining balance due and owing.

14. Defendant has failed and refused to make payments on the said balance or any part thereof.

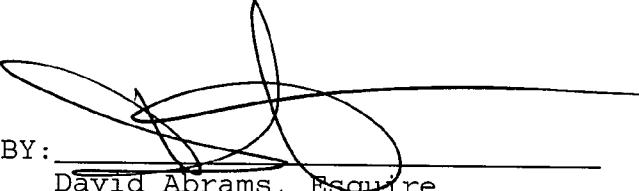
15. Pursuant to the terms and provisions of the Pennsylvania Motor Vehicle Installment Sale Contract, designated Exhibit "A", and incorporated herein by reference, Defendant agreed that together with the unpaid balance, Defendant is also liable for interest at the note rate of 9.30%, along with reasonable attorneys fees incurred in the enforcement of this obligation and other costs incurred by Plaintiff.

16. Defendant is indebted to Plaintiff in the amount of \$10,976.51 based upon the following computation:

Principal Sum:	\$ 8,520.67
Interest	225.68
Reasonable Attorney's Commission	2,230.16
TOTAL:	\$10,976.51

WHEREFORE, Plaintiff, First National Bank of Pennsylvania, f/k/a Laurel Bank, demands judgment against Defendant, Debbie J. Stallone, in the amount of \$10,976.51 plus interest at the note rate of 9.30% from and after June 20, 2003, and costs of litigation.

ABRAMS & MAZER

BY: 

David Abrams, Esquire
Attorney for Plaintiff

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

ENNSVANIA
OTOR VEHICLE INSTALLMENT SALE CONTRACT,

Dated 11/07/00

42476590

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$
9.30 %	\$ 5083.39	\$ 19993.61	\$ 25077.00	\$ 26927.93

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 417.93	12/07/2000
	\$ N/A	Monthly, beginning

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.

I this Contract
are
the SELLER.

KEN LONG MOTORS, INC. 113 WALTON ST POB 171 PHILLIPSBURG PA 16861

you are
the BUYER(S).

DEBBIE J STALLONE RR1 BOX 635A HOUTZDALE PA 16651

Name(s)

Address

Zip Code

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.

RADE-IN:

you have traded in 1995 CHEVROLET MONTECARLO

the following vehicle:

Year and Make

Description

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 my 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 ability 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 Accident & Health (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, What is your
which costs \$ N/A 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? 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

nsurer:

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.

Y/N USED	Year and Make 1995 OLDSMOBILE	Series INTRIGUE	Body Style EXHIBIT	No. Cyl. 5 Spd.	Truck Ton Capacity "A"	Serial Number 3XF314
Equipped with	XX A.T. XX P.S. XX A.C. XX P.W. XX AM-FM Stereo AM-FM Tape	Other 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	<u>19900.00</u>
	\$
Cash Downpayment	<u>N/A</u>
	\$
Trade-In	<u>0000.00</u>
Value of Trade	<u>N/A STATE RA</u>
	\$
Lien Payoff	<u>10149.07</u>
	\$
Unpaid Cash Price Balance	<u>N/A</u>
	\$
To Credit Insurance Company	<u>N/A</u>
	\$
To Public Officials for:	<u>N/A</u>
License, Tags and Registration	<u>N/A</u>
	\$
Lien Fee	<u>5.00</u>
	\$ SERVICE CONTRACT
To	<u>1134.00</u>
	\$ DOC FEE
To	<u>55.00</u>
	\$
To	<u>N/A</u>
	\$ SALES TAX
To	<u>722.04</u>
	\$
Amount Financed	<u>14943.51</u>
	\$
Finance Charge	<u>1083.35</u>
	\$
Total of Payments (Time Balance)	<u>N/A</u>
	\$
Payment Schedule - You agree to pay to us the Amount Financed plus interest in	<u>417.35</u>

COPY

equipped A.T. P.S. AM-FM Stereo 3 Spd. Owner _____
 with A.C. P.W. 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.

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

11/07/2001

BY

John. Kotter, Esq.

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 *John. Kotter, Esq.* (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 _____ CO-SIGNER _____ CO-SIGNER OR CO-OWNER _____

BANCONSUMER FORM PAS23SLC-B (Rev. 8/00)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL • White • DEALER COPY • Canary • BORROWER/CO-SIGNER COPY • Pink • COPY • Goldenrod

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PRINTED ON ONE SIDE ONLY

COPY

ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge 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 ten (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 the loss, theft or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer.

a. OUR RIGHT TO FILE PROOF OF LOSS: In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

b. OUR RIGHT TO ENDORSE INSURANCE CHECKS: You agree that the Seller, Assignee, any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. USE OF PROCEEDS: 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 of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

will be limited to an amount not greater than what you owe on this Contract. THE INSURANCE WE PURCHASED 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 paragraph are not permitted by law, we still have the other rights mentioned. Our payments 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;
- b. You do not keep any promise you made in this Contract;
- c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee;
- d. You made any untrue statement in the credit application for this Contract;
- e. You committed any forgery in connection with this Contract;
- 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;
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you;
- h. You take the Vehicle outside the United States or Canada without our written consent;
- 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;
- j. You do something that causes the Vehicle to be subject to confiscation by government authorities;
- 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 peacefully 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.

COPY

c. **USE OF PROCEEDS:** 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 of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

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, theft, or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance

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.

BANCONSUMER FORM PAS23SLC-8 (Rev. 8/00)

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

COPY



First National Bank

4140 East State Street, Hermitage, PA 16148-3487
APRIL 15, 2003
(724) 981-6000

DEBBIE J STALLONE
RR 1 BOX 635A
HOUTZDALE, PA 16651-9707

RE: 1999 OLDSMOBILE INTRIGUE
VIN #: 1G3WH52K3XF314456

DEAR ABOVE ADDRESSEE:

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

NOTICE OF REPOSSESSION

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

A.	PAYOUT FOR LOAN#	42476590	\$	13,245.42
B.	ACCRUED DEFAULT CHARGES		\$	16.70
			*\$	13,262.12
C.	PLUS COST OF RETAKING, STORING AND REPAIRS - TO BE DETERMINED			

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

3. THE MOTOR VEHICLE IS STORED AT: ADESA AUTO AUCTION, 758 FRANKLIN ROAD, MERCER, PA 16137

4. ANY PAYMENTS OR NOTICES IN CONNECTION WITH THIS MATTER, SHOULD BE ADDRESSED TO FIRST NATIONAL BANK OF PENNSYLVANIA, LOAN ADJUSTMENT DEPARTMENT, 4140 EAST STATE STREET, HERMITAGE, PENNSYLVANIA 16148-3487.

5. ANY PERSONAL PROPERTY LEFT IN THE REPOSESSED VEHICLE WILL BE HELD FOR THIRTY (30) DAYS FROM THE DATE OF MAILING OF THIS NOTICE. IF NOT CLAIMED WITHIN THE THIRTY (30) DAY PERIOD, THE ITEMS MAY BE DISPOSED OF ACCORDING TO LAW.

SINCERELY,

SANDRA L. BAUER
LOAN ADJUSTMENT DEPARTMENT
FIRST NATIONAL BANK OF PENNSYLVANIA

SLB : alh

CERTIFIED 70022410000247964442
AND REGULAR MAIL

EXHIBIT

"B"

"Relationships Built On Trust"™

COPY

CERTIFIED MAIL™ RECEIVED
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42



SLB/COL

Sent To	DEBBIE J. STALLONE
Street, Apt. No. or PO Box	RR1 BOX 635A
City, State, ZIP+4	HOUTZDALE, PA 16651-9707

See Reverse for Instructions

PS Form 3800, June 2002

ENDER: COMPLETE THIS SECTION
Complete items 1, 2, and 3. Also complete items 4 through 7 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you or attach this card to the back of the mailpiece or on the front if space permits.

Article Addressed to:

DEBBIE J. STALLONE

RR1 BOX 635A

HOUTZDALE, PA 16651-9707

SLB/COL

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)		C. Date of Delivery
		4-22-03
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Article Number
(Transfer from service label):

Form 3800, August 2001

Domestic Return Receipt

44796 4442

02899-02

150

Article Number
(Transfer from service label):

Form 3800, August 2001

44765 90

02899-02

150

COPY

AFFIDAVIT

I hereby verify that I am a duly authorized representative of First National Bank of Pennsylvania, 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:

OCT 30 2003

Eliza Blank

FILED
in 1048 by press
ccs JEP
NOV 03 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST NATIONAL BANK OF PENNSYLVANIA
VS.
STALLONE, DEBBIE J.
COMPLAINT

Sheriff Docket # 14749
03-1632-CD

SHERIFF RETURNS

NOW NOVEMBER 17, 2003 AT 1:40 PM SERVED THE WITHIN COMPLAINT ON DEBBIE J. STALLONE, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBBIE J. STALLONE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost	Description
32.68	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

24th Day Of Dec. 2003
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

11/40/03
DEC 24 2003

William A. Shaw
Prothonotary, Clearfield County Courts

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

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

NO. 03-1632-CD

Plaintiff

ISSUE NO.

vs

DEBBIE J. STALLONE,

DOCUMENT:
Praecipe for Judgment

Defendant

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

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

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

FILED Atty pd. 20.00
m 12/22/01 Notice to Def.
JAN 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

Statement to
Atty
6K

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

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

Plaintiff

: NO. 03-1632-CD

vs

DEBBIE J. STALLONE,

Defendant

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, Debbie J. Stallone, above named, in the amount of \$10,976.51 with interest from and after June 20, 2003 at the rate of 9.30% and costs of litigation for want of an answer as required under the Pa R.C.P.

ABRAMS & MAZER

BY: 

IRA R. MAZER, 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 f/k/a
Laurel Bank
4140 East State Street
Hermitage, PA 16148

Defendant: Debbie J. Stallone
1295 Dubois Rockton Road
Rockton, PA 15856

JAN 25 2006
DATE: _____

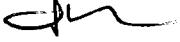


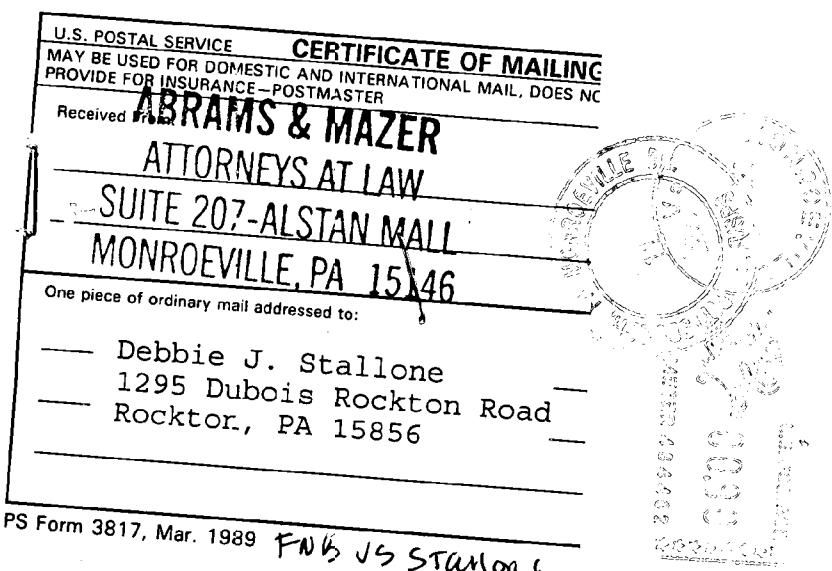
IRA R. MAZER, ESQUIRE

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the original of the within notice required to be served upon the Defendant, DEBBIE J. STALLONE, pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure was directed by first class mail, postage prepaid, deposited with the Monroeville Branch of the United States Postal Service directed to the Defendant on the 11th day of December, 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.

DATE: _____


IRA R. MAZER, 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 : NO. 03-1632-CD
DEBBIE J. STALLONE, :
Defendant :

TO: Debbie J. Stallone
1295 Dubois Rockton Road
Rockton, PA 15856

Date of Notice: December 11, 2003

IMPORTANT NOTICE

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

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

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

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY :

SS:

I hereby verify that I have been advised and believe that the Defendant, DEBBIE J. STALLONE, is not presently in the active military service of the United States of America as defined by the Servicemembers Civil Relief Act and aver that she is not a member of the Army, Navy, Air Force, Marine Corps, Coast Guard, Public Health Service, the National Oceanic and Atmospheric Administration or other bodies of the United States covered under and by the Servicemembers Civil Relief Act detailed by proper authority for duty with the military service; nor is she engaged in any active miliary service or active military duty with any military or naval or other units which may be covered by the Servicemembers Civil Relief Act and designated therein as military service, nor has she, to the best of this affiant's knowledge, enlisted in military service covered by this act; that the averments herein set forth, insofar as they are within his knowledge are correct and true; and insofar as they are based on information received from others, are true and correct, and he verily believes.

This affidavit is made under the provisions of the Servicemembers Civil Relief Act. 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: JAN 25 2006



IRA R. MAZER, ESQUIRE

CCopy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff

vs

NO. 03-1632-CD

DEBBIE J. STALLONE,

Defendant

NOTICE OF ENTRY OF JUDGMENT

TO: Debbie J. Stallone
1295 Dubois Rockton Road
Rockton, PA 15856

You are hereby notified that judgment was entered against you in the above captioned proceeding on the 27th day of January, 2006.

That judgment is as follows: \$10,976.51 together with interest at the rate of 9.30% per annum from and after the 20th day of June, 2003 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.: 2003-01632-CD

 COPY

Real Debt: \$10,976.51

Atty's Comm: \$

Vs.

Costs: \$

Debbie J. Stallone
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 27, 2006

Expires: January 27, 2011

Certified from the record this 27th day of January, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

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

Plaintiff

NO. 2003 - 1632 CD

vs

DEBBIE J. STALLONE,

ISSUE NO.

Defendant

DOCUMENT:
Bill of Costs

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

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

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

FILED NO. 00
M 11:55 AM
FEB 23 2006
JS

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

:
NO. 2003 - 1632 CD

vs

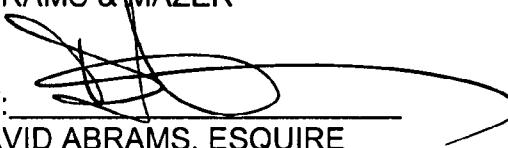
DEBBIE J. STALLONE,

Defendant

BILL OF COSTS

Discovery in Aid of Execution -- Deposition \$ 250.00

TOTAL: \$ 250.00

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

NO. 2003 - 1632 CD

vs

DEBBIE J. STALLONE,

ISSUE NO.

Defendant

DOCUMENT:
Certificate of Service of
Notice of Deposition

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

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

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

FILED
m 11:55 AM
FEB 23 2006
JM

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,

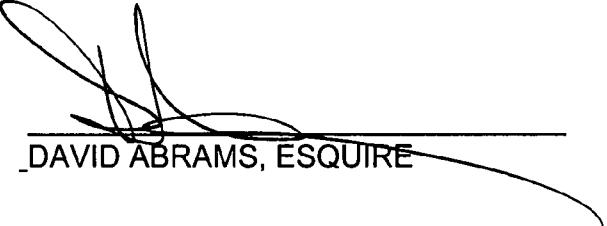
Plaintiff : NO. 2005 - 1851 CD
vs :

LARRY F. WITHEROW, SR., and :
PATRICIA A. WITHEROW,

Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct photocopy of the Notice of Deposition was served by regular mail deposited from the Monroeville Branch of the U.S. Postal Service upon Debbie J. Stallone, 1295 Dubois Rockton Road, Rockton, PA on FEB 21 2006


DAVID ABRAMS, ESQUIRE