

03-1711-CD
CREDITNANCIAL SERVICES, INC. vs. THEODORE P. TRWYN

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

CITIFINANCIAL SERVICES, INC.,

CIVIL DIVISION:

No. 03-1711-cd

Plaintiff,

TYPE OF PLEADING:

vs.

Complaint

THEODORE P. IRWIN,

TYPE OF CASE:

Defendant.

Civil Action

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD:

RONALD J. DIGIORNO, ESQ.

SUPREME COURT NO.:

39025

RONALD J. DIGIORNO, ESQ
Attorney at Law
150 Pleasant Drive
Suite 103
Aliquippa, PA 15001

TELEPHONE: (724) 378-9951

FILED

NOV 17 2003

William A. Shaw
Prothonotary

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

CITIFINANCIAL SERVICES, INC., :
: :
: Plaintiff, : :
: : No.
vs. : :
: :
THEODORE P. IRWIN, : :
: :
: 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) after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without 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 NOTICE TO YOU 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.**

**CLEARFIELD COUNTY COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFIELD, PA 16830**

**TELEPHONE: (814) 765-2641
EXT. 32 OR 88**

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

CITIFINANCIAL SERVICES, INC.,	:	
	:	
	:	
Plaintiff,	:	
	:	No.
vs.	:	
	:	
THEODORE P. IRWIN,	:	
	:	
Defendant.	:	

COMPLAINT

AND NOW COMES, Plaintiff, **CITIFINANCIAL SERVICES, INC.**, by and through its attorney, **RONALD J. DIGIORNO, ESQUIRE**, with this Complaint and in support thereof avers as follows:

1. Plaintiff, **CITIFINANCIAL SERVICES, INC.**, is a duly authorized lending institution with a principal place of business situate at P.O. Box 17099, Baltimore, MD 21203.
2. Defendant, **THEODORE P. IRWIN**, is an adult individual presently residing at 16 Patterson Avenue, Dubois, PA 15801.
3. On or about October 8, 2001, Defendant entered into a loan agreement with Plaintiff whereby Plaintiff loaned monies to Defendant in the principal amount of Fourteen Thousand, Eight Hundred, Forty-five and 31/100 - (\$14,845.31) - Dollars. A copy of the Disclosure Statement, Note and Security Agreement are attached hereto, incorporated herein by reference as Plaintiff's Exhibit "A".
4. Under the terms of the Note, Defendant was required to make Sixty (60) monthly payments of Four Hundred, Five and 80/100 - (\$405.80) -Dollars to Plaintiff, the first payment

being due on November 8, 2001 with monthly payments continuing thereafter until the balance of the loan was paid in full. The annual percentage rate of interest to be charged pursuant to said loan was 21.50%

5. Defendant has failed to make the required monthly payments to Plaintiff and therefore are in default under the terms and conditions of the Note.

6. Despite constant demands, Defendant at all times has failed or refused to tender the required payments over to Plaintiff.

7. Under the terms and conditions of the Note executed and entered into between Plaintiff and Defendant (Plaintiff's Exhibit "A") with regard to default payment the following provisions are applicable:

DEFAULT: Borrower will be default if:

1. Borrower does not make any scheduled payment on time;
2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership;
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan;
4. Borrower fails to fulfill any promise made under this agreement; or
5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

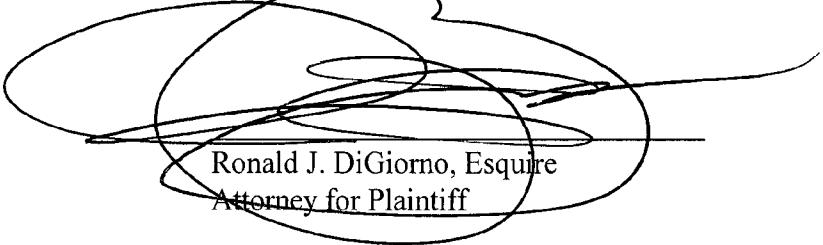
If Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement. Borrower may also be required to pay reasonable attorney's fees, court costs, and the actual and reasonable expenses of repossessing, storing, and selling the Property which secures the loan.

8. Due to Defendant's default and pursuant to the above-stated provision with regard to acceleration of maturity in the event of default and payment of attorney's fees, in the event of default, the Defendant is presently indebted to the Plaintiff in the sum of Fourteen Thousand, Six Hundred, Fifty-four and 00/100 - (\$14,654.00) - Dollars plus reasonable attorney's fees of 10%

or One Thousand, Four Hundred, Sixty-five and 00/100 - (\$1,465.00) - Dollars plus costs incurred by Plaintiff pursuant to collection.

WHEREFORE, Plaintiff prays this Honorable Court enter judgment in its favor and against Defendants in the amount of Sixteen Thousand, One Hundred, Nineteen and 00/100 - (\$16,119.00) - Dollars plus costs.

Respectfully submitted,



Ronald J. DiGiorno, Esquire
Attorney for Plaintiff

Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address)		Lender (Name, address, city and state)	Account No.
ANDREW P IRWIN 102 GRANDVIEW HILL RD MOUNT VERNON PA 15868		CITIFINANCIAL SERVICES, INC. RD3 BOX 146H DU BOIS PA 15801	336925
		Date of Loan	10/08/2001
Annual Percentage Rate The cost of Borrower's credit as a yearly rate.		Finance Charge The dollar amount the credit will cost Borrower.	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf.
21.50 %		\$ 9,502.69	\$ 14,845.31
			Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled.
			\$ 24,348.00
Payment Schedule: Number of Payments		When Payments Are Due	Security: If checked, Borrower is giving a security interest in:
120 \$ 405.80		MONTHLY BEGINNING 11/08/2001	<input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Mobile Home
\$			<input type="checkbox"/> Real Property <input checked="" type="checkbox"/> Other:MISC PERS PROP
\$			
\$			
\$			
See the contract documents for any additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.			
Additional Information: Annual Interest		Service Charge	DATE CHARGES BEGIN 10/08/2001
\$ 332.69		\$ 150.00	First Payment Due Date Extension Charge: \$ N/A
(Included in Finance Charge.)			

INSURANCE DISCLOSURE

Required Insurance: If Borrower obtains credit that is secured by Borrower's interest in improved real property (including a mobile or manufactured home that is part of real property), then Lender requires Borrower to provide fire and extended coverage for the replacement value of the improvements. If the collateral securing the credit is a motor vehicle (including a recreational vehicle, boat, or movable mobile home), Borrower must provide collision and comprehensive casualty insurance in an amount sufficient to satisfy the unpaid balance of the loan or equal to the value of the collateral, whichever is less. All such policies and renewals thereof must name Lender as loss payee and must be maintained by Borrower, until the credit is repaid in full. Borrower may obtain a new insurance policy or provide an existing policy from any insurer that is acceptable to Lender. If Borrower obtains the collateral protection coverage or Automobile Physical Damage Insurance at Lender's office, Borrower acknowledges that such coverage (1) may cost more than insurance that is available from another insurer, (2) will only protect Lender's interest in the collateral and does not protect Borrower's interest, and (3) does not protect Borrower from claims by other persons.

Optional Insurance: Credit life insurance, credit disability insurance, credit personal property insurance, involuntary unemployment insurance, and any other insurance products that are not required per the above paragraph are optional to Borrower and are not required in order to obtain credit. If Borrower desires voluntarily to purchase any of these optional insurance products, Borrower must sign below and in other required documents and will receive an insurance certificate or policy detailing the coverage terms and conditions that apply to the insurance. Borrower should refer to the terms and conditions contained in the applicable insurance certificate or policy issued for the exact description of benefits and exclusions. Borrower is encouraged to inquire about coverage and refund provisions.

If the initial amount of coverage for credit life insurance and/or credit personal property insurance set forth in Borrower's insurance certificate or policy is equal to the Total of Payments stated above, it may exceed the amount necessary to pay off Borrower's loan at any given time. Any excess insurance coverage amount that may become payable will be paid to the appropriate party as designated in the insurance certificate or policy. Borrower acknowledges that if optional credit personal property insurance is purchased, Borrower's property coverage under other policies such as homeowner's or renter's insurance may be adversely affected.

Borrower's regular monthly loan payment if Borrower elects not to purchase insurance will be \$ 347.98.

Termination of Optional Insurance: Borrower may cancel any of the optional insurance products obtained at Lender's office at any time upon Borrower's written request for cancellation to Lender. If Borrower is in default under the terms of this agreement, Borrower authorizes the insurer to terminate any and/or all optional insurance products upon Lender's request. Upon termination of any insurance for any reason, Borrower authorizes and directs that the insurer deliver the premium refund, if any, to Lender, which will apply it to Borrower's outstanding loan balance. Borrower hereby irrevocably and unconditionally assigns to Lender any right, title or interest which Borrower may have in any premium refund ("Refund"). Such assignment is absolute and not intended as security. Borrower acknowledges and agrees that the Refund shall be the sole property of Lender and that Borrower shall have no interest in the Refund. Lender agrees to pay to Borrower any amount by which the Refund received by Lender exceeds the outstanding loan balance.

I/we request the following insurance:

Cost/Premium:	Insurance Type:	Insurance Term (in mos.):	
\$ NONE			
\$ NONE			
\$ 976.33	PROPERTY INS	60	
\$ 1,139.00	MODIFIED ASI	48	
\$ NONE			
		Second Borrower's Signature	Date


First Borrower's Signature

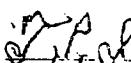
Date 10-8-01

DEFINITIONS: In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or two. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

PROMISE TO PAY: Borrower promises to pay to the order of Lender the Total of Payments (which includes precomputed interest charges and Service Charges) shown above in substantially equal, consecutive monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments, from the Date Charges Begin until the Total of Payments is fully paid. Each payment will be applied to a combined total of the Amount Financed and precomputed interest charges. If any part of the balance remains unpaid on the final payment date, Lender, at its option, may collect interest from and after maturity upon the then unpaid Amount Financed at the maximum rate permitted by the then applicable law or, if no maximum rate is prescribed, then at the rate of interest prevailing under this Disclosure Statement, Note and Security Agreement.

The amount shown as "Service Charge" above has been paid by Borrower as a prepaid charge and is in addition to the precomputed interest on the loan. The Service Charges are earned prior to interest on the loan balance. Prepaid Service Charges are not refundable to Borrower in the event of early payment or termination of the account.

(Intentionally left blank)
Exhibit "A"

Borrower's Initials: 
Page 1 of 4

BORROWER & IRWIN

PREPAYMENT: Borrower may prepay this loan whole or in part at any time. If Borrower prepay whole or in part at any time, if Lender accelerates the unpaid balance of Borrower's default, Borrower will be given a refund of the unearned portion of the Finance Charge, computed by the Rule of 78's. No refund of less than \$1.00 will be given. Partial prepayment will not result in a refund of interest.

SECURITY AGREEMENT:

A. If this box is checked, this loan is unsecured.

B. If this box is checked, to secure the payment and performance hereof, Borrower gives to Lender a security interest under the Uniform Commercial Code in any property for which a description is completed below and all parts and equipment now or later added to the property and any proceeds of the property, all of which will be called "Property". See below for additional terms applicable to this security interest.

Motor vehicle/mobile home

Make, No. Cylinders	Year/Model	Model No. Or Name	Body Type	Identification Number
FORD	1988	BRONCO	BRON II 4X4	1FMCU14T2JUB73309

Other Property: See Exhibit A attached hereto and made a part hereof

C. If this box is checked, Borrower's loan is secured by a Deed of Trust or Mortgage of even date on real property which requires Lender's written consent to a sale or transfer of the encumbered real property located at See either the Deed of Trust or the Mortgage for terms applicable to Lender's interest in Borrower's real property ("Property").

OWNERSHIP OF PROPERTY: Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code. If the Property includes a motor vehicle or mobile home, Borrower will, upon request, deliver the certificate of title to the motor vehicle or mobile home to Lender.

USE OF PROPERTY: Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will keep the Property at Borrower's address (as shown on page 1) unless Lender has granted permission in writing for the Property to be located elsewhere. The Property will be used only in the state in which Borrower lives unless the Property is a motor vehicle, in which case it will be used outside the state only in the course of Borrower's normal use of the Property. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

TAXES AND FEES: Borrower will pay all taxes, assessments, and other fees payable on the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

INSURANCE: If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or subsidiary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of this insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

FINANCING STATEMENTS: Borrower will sign all financing statements, continuation statements, security interest filing statements, and similar documents with respect to the Property at Lender's request.

RETURNED CHECK FEE: Lender may charge a fee not to exceed \$20.00, if a check, negotiable order of withdrawal or share draft is returned for insufficient funds or insufficient credit.

LATE CHARGE: If any installment is paid more than 10 days after the scheduled payment date, Borrower agrees to pay a late charge equal to 1.5% per month on the past due amount until it is paid in full, with a minimum late charge of \$ 1.00. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payment.

DEFERMENTS: Borrower agrees to pay a deferment charge equal to 1½ % per month on the amount deferred for the period of deferment if Lender, in its sole discretion, agrees to allow Borrower, upon Borrower's request, to defer payment of any monthly installment prior to or on its due date without Borrower being considered in default. Any such deferment will extend the final payment date by one month for each deferment authorized by Borrower. All other terms and conditions of the Disclosure Statement, Note and Security Agreement including the expiration dates of insurance coverages, remain unchanged by authorized deferments.

LOAN CHARGES: If a law that applies to this loan and that 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 will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT: Borrower will be in default if:

1. Borrower does not make any scheduled payment on time;
2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership;
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan;
4. Borrower fails to fulfill any promise made under this agreement; or
5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

If Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement. Borrower may also be required to pay reasonable attorney's fees, court costs, and the actual and reasonable expenses of repossessing, storing, and selling the Property which secures the loan.

EFFECTS OF DEFAULT: If Borrower defaults, Borrower will deliver the Property to Lender or, upon Lender's demand, assemble the Property and make it available to Lender at a reasonably convenient place. Lender may, without previous notice or demand and without legal process, peacefully enter any place where the Property is located and take possession of it. Lender may dispose of the Property in any way it wishes, subject to applicable state law.

The Property may be sold with notice at a private or public sale at a location chosen by Lender. At such a sale, Lender may purchase the Property. The proceeds of the sale or other disposition, minus the expenses of taking, removing, holding, repairing, and selling the Property including reasonable attorney's fees, and minus the cost of paying off and removing any liens or claims on the Property, will be credited to the unpaid balance of Borrower's loan.

If the proceeds of the sale are not sufficient to pay off the entire balance plus costs, Borrowers agree to pay the remaining amount upon demand. If Borrower has left other property in the repossessed Property, Lender may hold such property temporarily for Borrower without any responsibility or liability for the property.

The time and place of a public sale or notice of the time after which a private sale or other disposition of the Property will occur is reasonable if it is in the Borrower's address at least five days before the sale or disposition. The notice may be mailed to the Borrower's last address shown on the file.

Borrower's Initials: 

ATTORNEYS F IRWIN

APPLICABILITY Pennsylvania law and federal law, as applicable, govern this Disclosure Statement, Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

RIGHTS: Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be taken to apply to the feminine gender.

TERMS: Each Borrower under this Disclosure Statement, Note and Security Agreement, if more than one, agrees that Lender may obtain a payoff from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement, without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon the default by any Borrower.

Borrower, endorsers, sureties and guarantors, to the extent permitted by law, severally waive their right to require Lender to demand payment of amounts due, to give notice of amounts that have not been paid, to receive notice of any extensions of time to pay which Lender allows to any Borrower and to require Lender to show particular diligence in bringing suit against anyone responsible for repayment of this loan, and additionally, waive benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation, on any Property securing this loan and waive the benefit of valuation and appraisement.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

Any part of the Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying Itemization of amount Financed is unenforceable, this will not make any other part unenforceable.

REFINANCING: The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

NOTICE OF ARBITRATION PROVISION

THIS ARBITRATION PROVISION PROVIDES THAT ALL DISPUTES BETWEEN BORROWER AND LENDER, EXCEPT THOSE SPECIFIED BELOW, WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION.

YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR MATTERS THAT ARE EXCLUDED FROM ARBITRATION AS SPECIFIED BELOW).

**YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.
YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

In consideration of Lender making the extension of credit described above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, You and We agree that either You or We have an absolute right to demand that any Claim be submitted to an arbitrator in accordance with this Arbitration Provision. If either You or We file a lawsuit, counterclaim, or other action in court, the other party has the absolute right to demand arbitration following the filing of such action.

Definitions for Arbitration Provision. As used in this Arbitration Provision ("Provision"), the following definitions will apply:
"You" or "Your" means any or all of Borrower(s) who execute this Disclosure Statement, Note and Security Agreement, and their heirs, survivors, assigns and representatives.

"We" or "Us" means the Lender under this Disclosure Statement, Note and Security Agreement, American Health & Life Insurance Company, Triton Insurance Company, and any assignee of Lender, together with all of their respective corporate parents, subsidiaries, affiliates, predecessors, assignees, successors, employees, agents, directors, and officers (whether acting in their corporate or individual capacity).

"Credit Transaction" means any one or more past, present, or future extension, application, or inquiry of credit or forbearance of payment such as a credit, retail credit agreement, or otherwise from any of Us to You.

"Claim" means any case, controversy, dispute, tort, disagreement, lawsuit, or claim now or hereafter existing between You and Us. A Claim includes, without limitation, anything related to:

- This Provision, its enforceability, and the arbitrability of any Claim pursuant to this Provision, including but not limited to the scope of this Provision and any defenses to enforcement of this Provision;
- Any Credit Transaction;
- Any past, present, or future insurance, service, or other product that is offered or purchased in connection with a Credit Transaction;
- Any documents or instruments that contain information about any Credit Transaction, insurance, service, or product;
- Any act or omission by any of Us;
- Fraud or misrepresentation, including claims for failing to disclose material facts;
- Any federal or state statute or regulation, or any alleged violation thereof, including without limitation insurance, usury, and lending laws;
- Any party's execution of this Provision and/or willingness to be bound by its terms and provisions; or
- Any dispute about closing, servicing, collecting, or enforcing a Credit Transaction.

Agreement to Arbitrate Claims. Upon written request by either party that is submitted according to the applicable rules for arbitration, any Claim, Financial Services Arbitration Rules and Procedures of JAMS/Endispute, Inc. ("Administrator"), and (iii) this Provision, unless we both agree in writing to waive arbitration. The terms of this Provision shall control any inconsistency between the rules of the Administrator and this Provision. You may obtain a copy of the arbitration rules by calling (800) 448-1660 or by accessing the Administrator's internet site at www.jamsadr.com/financial_rules.asp. At Your request, We will obtain and provide to You copies of the Administrator's rules and other materials, including a form Demand for Arbitration. Any party to this Provision may bring an action, including a summary or expedited proceeding, to compel arbitration of any Claim, and/or to stay the litigation of any Claim pending arbitration, in any court having jurisdiction. Such action may be brought at trial, binding arbitration not only all Claims, but also any claim or dispute You or We have against (i) all persons or entities involved with any Credit Transaction or any other matter covered by this Disclosure Statement, Note and Security Agreement, (ii) all persons who signed or executed any document relating to any Credit Transaction or Claim, and (iii) all persons or entities who may be jointly or severally liable to either You or any of Us regarding any Claim.

Judgment. Judgment upon any arbitration award may be entered in any court having jurisdiction. If timely requested by either party, the arbitrator shall provide a brief written statement of the reasons for any award.

Claims Excluded from Arbitration. The following types of matters will not be arbitrated. This means that neither one of us can require the other to arbitrate:

- Any action to effect a foreclosure to transfer title to the property being foreclosed, or exercise of extra-judicial or self-help repossession under applicable law; or
- Any matter where all parties collectively (including multiple named parties) seek monetary relief in the aggregate of \$15,000.00 or less in total relief, including but not limited to compensatory, statutory and punitive damages; restitution; disgorgement; costs and fees (including attorneys' fees), or any Claims brought in a small claims court. In the event You attempt to assert any of Your Claims on behalf of a putative class of persons, in violation of other terms in this Provision, the value of Your Claims will, for purposes of this exclusion, be deemed to exceed \$15,000.00. In the event that any party fails to specify the amount being sought for any relief, or any form or component of relief, the amount being sought shall, for purposes of this exclusion, be deemed to exceed \$15,000.00.
- However, should either party initiate arbitration, the other party, at its option, may seek injunctive and monetary relief in arbitration. Participating in a hearing or seeking enforcement of this section by a court shall not waive the right to arbitrate any other Claim.

THEODORE P IRWIN

Arbitration Terms.

Administration of Arbitration. Arbitration shall be administered by the Administrator, but if it is unable or unwilling to administer the arbitration, the American Arbitration Association will administer any arbitration required under this Provision pursuant to its Commercial Arbitration Rules and Expedited Procedures. The arbitrator shall make his or her decision in accordance with the applicable law, and shall be empowered to award any damages or other relief provided for under the applicable law.

Place of Arbitration. The arbitration shall be conducted in the county of Your residence, unless all parties agree to another location.

Appeal. Either You or We may appeal the arbitrator's award in accordance with the Optional Appeals Procedures of the Administrator, and the award may be subject to judicial review on the grounds stated in 9 U.S.C. § 10.

No Class Actions/No Joinder of Parties. You agree that any arbitration proceeding will only consider Your Claims. Claims by or on behalf of other borrowers will not be arbitrated in any proceeding that is considering Your Claims. Because You have agreed to arbitrate all Claims, You may not serve as a class representative or participate as a class member in a putative class action against any party entitled to compel arbitration under this Provision.

Depositions. After a demand for arbitration is made, You and We may conduct a limited number of depositions by mutual agreement. Any disagreements concerning the taking of depositions will be resolved by the arbitrator.

Costs. The cost of any arbitration proceeding shall be divided as follows:

- The party making demand upon the Administrator for arbitration shall pay the initial filing fee up to \$125.00 to the Administrator when the demand is made. We will pay any balance.
- We will pay to the Administrator all other costs for the arbitration proceeding up to a maximum of one day (eight hours) of hearings. All costs of the arbitration proceeding that exceed one day of hearings will be advanced by the party that initiated the arbitration. To the extent allowed by the applicable arbitration rules and applicable law, the arbitrator may tax or assess costs of the arbitration to any party.
- In the case of an appeal, the appealing party will advance any costs of initiating an appeal. The non-prevailing party shall pay all costs, fees, and expenses of the appeal proceeding and, if applicable, shall reimburse the prevailing party for the cost of filing an appeal.
- Each party shall pay his/her own attorney, expert, and witness fees and expenses, unless otherwise required by law or by other terms of this Disclosure Statement, Note and Security Agreement.

Governing Law. This Provision is governed by federal law and by the laws of the state where the closing of the Credit Transaction took place, but only to the extent that such state laws are consistent or compatible with federal law.

everability. If the arbitrator or any court determines that one or more terms of this Provision or the arbitration rules are unenforceable, or would make this Provision unenforceable, only such term(s) shall be deemed unenforceable and shall be deemed stricken from this Provision, but such determination shall not impair or affect the enforceability of the other terms of this Provision or the arbitration rules.

Special Acknowledgements. You understand and acknowledge by signing Your name to this Provision that (i) a court and/or jury will not hear or decide any Claim governed by this Provision, (ii) the funding for Your Credit Transaction will come in whole or in part from sources outside the state, which will constitute interstate commerce within the meaning of the United States Arbitration Act, 9 U.S.C. §§1-9, (iii) discovery in an arbitration proceeding can be much more limited than in a court proceeding, (iv) rights to appeal an arbitration award are very limited, and (v) the rights of the parties hereunder may not be exactly mutual in all respects.

READ THE ABOVE ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN REDRESS THROUGH COURT ACTION.

Theodore P. Irwin

(Seal)

-Borrower

(Seal)

-Borrower

The following notice applies only if this box is checked.

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying Itemization of Amount Financed, and authorizes the disbursements stated therein.

WITNESSES:

Theodore P. Irwin

SIGNED
THEODORE P IRWIN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

CITIFINANCIAL SERVICES, INC.

By: *Rosen* *Signature*
(Name and Title)

SECURITY INTEREST OF NONOBLIGOR: Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

Signature

(Seal)

Date

Signature

(Seal)

Date

AFFIDAVIT

Maryland

STATE OF **PENNSYLVANIA**

COUNTY OF Carroll

:
:
:

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared, Richard Welch, who being by me first duly sworn according to law, deposes and says that the averments contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Richard Welch

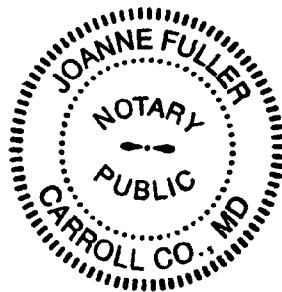
Richard Welch

Sworn to and subscribed before me,

this 6 day of Nov, 2003.

Joanne Fuller
NOTARY PUBLIC - My Commission Expires:

JOANNE FULLER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 2007



FILED

37
O 2:18 PM PL 85-26
100 & 440 1cc to attorney
NOV 17 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES INC.

VS.

IRWIN, THEODORE P.

COMPLAINT

Sheriff Docket # 14831

03-1711-CD

SHERIFF RETURNS

NOW NOVEMBER 24, 2003 AT 2:10 PM SERVED THE WITHIN COMPLAINT ON THEODORE P. IRWIN, DEFENDANT AT RESIDENCE, 16 PATTERSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THEODORE P. IRWIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
32.05	SHERIFF HAWKINS PAID BY: ATTY CK# 413
10.00	SURCHARGE PAID BY: ATTY CK# 414

Sworn to Before Me This

19th Day Of Jan 2004

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

So Answers,

Chester Hawkins
by Marilyn Harter
Chester A. Hawkins
Sheriff

FILED
013:34871 E
JAN 19 2004 *[Signature]*

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIFINANCIAL SERVICES, INC.,

CIVIL DIVISION:

No. 03-1711 CD

Plaintiff,

vs.

THEODORE P. IRWIN,

Defendant.

TYPE OF PLEADING:

Praecipe for Entry of
Default Judgment

TYPE OF CASE:

Civil

FILED OF BEHALF OF:

Plaintiff

COUNSEL OF RECORD:

RONALD J. DIGIORNO,
ESQUIRE

SUPREME COURT NO. :

39025

RONALD J. DIGIORNO, ESQ.
Attorney at Law
150 Pleasant Drive
Suite 103
Aliquippa, PA 15001

Telephone: (724) 378-9951

JAN 20 2004

William A. Shaw
Prothonotary

C

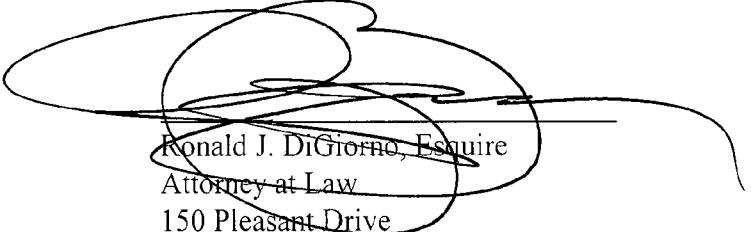
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION - LAW

CITIFINANCIAL SERVICES, INC. :
Plaintiff, :
vs. : No. 03-1771 CD
THEODORE P. IRWIN, :
Defendant. :
:

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO: Prothonotary, Clearfield County.

Kindly enter a default judgment for Plaintiff, CITIFINANCIAL SERVICES, INC., and against Defendant, THEODORE P. IRWIN, in the amount of Sixteen Thousand, One Hundred, Nineteen and 00/100 - (\$16,119.00) - Dollars plus attorneys fees, interest and costs pursuant to Rule 1037 of the Pennsylvania Rules of Conduct of Civil Procedure.



Ronald J. DiGiorno, Esquire
Attorney at Law
150 Pleasant Drive
Suite 103
Aliquippa, PA 15001

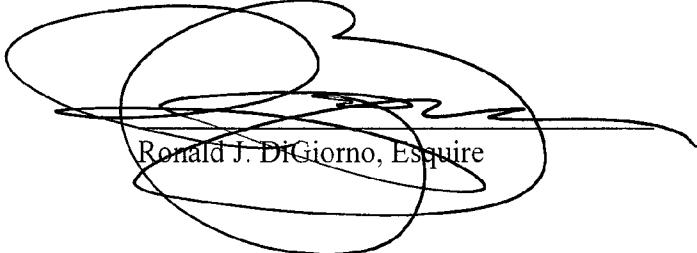
Telephone: (724) 378-9951

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

CITIFINANCIAL SERVICES, INC., :
: Plaintiff, :
: :
vs. : : No. 03-1771 CD
: :
THEODORE P. IRWIN, :
: :
Defendant. : :

**CERTIFICATION OF NOTICE OF PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT PURSUANT TO RULE 237.1 OF
THE PENNSYLVANIA RULES OF CIVIL PROCEDURE**

The undersigned hereby certifies that Defendant, **THEODORE P. IRWIN**, was given written notice of Plaintiff's intention to file the Praecipe for Entry of Default Judgment on January 3, 2004. A copy of said Notice is attached hereto, made a part hereof, incorporated herein by reference and labeled as Plaintiff's Exhibit "A". A copy of the Certificate of Mailing of the above mentioned Notice is also attached hereto, made a part hereof, incorporated herein by reference and labeled as Plaintiff's Exhibit "B".



Ronald J. DiGiorno, Esquire

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

CITIFINANCIAL SERVICES., INC.,	:	
	:	
	:	
	:	
Plaintiffs,	:	
	:	
	:	
	:	
vs.	:	No. 03-1711 CD
	:	
	:	
THEODORE P. IRWIN,	:	
	:	
	:	
Defendant.	:	
	:	

DATE: January 5, 2004

TO: Theodore P. Irwin
16 Patterson Avenue
Dubois, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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:

**CLEARFIELD COUNTY COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFIELD, PA 16830**

TELEPHONE: (814) 765-2641
EXT. 32 OR 88

Ronald J. DiGiorno
Ronald J. DiGiorno, Esquire
Attorney for Plaintiff

Exhibit "A"

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		JAN 6 2004	
<u>Ronald J. Di Giorno, Esq</u> <u>150 Pleasant Drive, Ste 103</u> <u>Alquippa, PA 15010</u>		00:00	00051289-05
One piece of ordinary mail addressed to:		<u>Theodore P. Irwin</u> <u>16 Patterson Avenue</u> <u>Dubois, PA 15801</u>	



U.S. POSTAGE
PAID
BEAVER, PA
15009
JAN 06 04
AMOUNT

\$0.90

PS Form 3817, January 2001

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
P E N N S Y L V A N I A
CIVIL DIVISION - LAW

CITIFINANCIAL SERVICES, INC.

:

Plaintiff,

:

vs.

:

No. 03-1771 CD

:

THEODORE P. IRWIN,

:

:

Defendant.

:

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF BEAVER

:

Before me, the undersigned authority, in and for said County and state personally appeared **RONALD J. DIGIORNO, ESQUIRE**, who being duly sworn according to law, deposes and says that the principal office of Plaintiff, **CITIFINANCIAL SERVICES, INC.**, is situate at P.O. Box 17099, Baltimore, MD 21203, that the last known address of Defendant, **THEODORE P. IRWIN**, is 16 Patterson Avenue, Dubois, PA 15801.

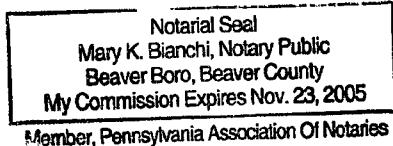


Ronald J. DiGiorno, Esquire

Sworn to and subscribed before me,

this 15th day of January, 2004.

Mary K. Bianchi
NOTARY PUBLIC - My Commission Expires:



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

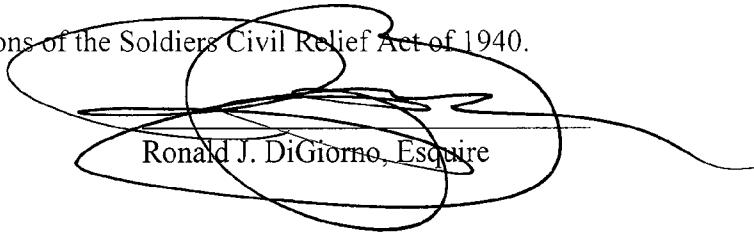
CITIFINANCIAL SERVICES, INC., :
Plaintiff, :
vs. : No. 03-1771 CD

THEODORE P. IRWIN, :
Defendant. :

COMMONWEALTH OF PENNSYLVANIA : SS:
COUNTY OF BEAVER :

BEFORE me, the undersigned authority, personally appeared Ronald J. DiGiorno, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that **Defendant, Theodore P. Irwin**, is not presently in the active military service of the United States of America and not a member of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge in not enlisted in military service covered by said Act, and 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 as he verily believes.

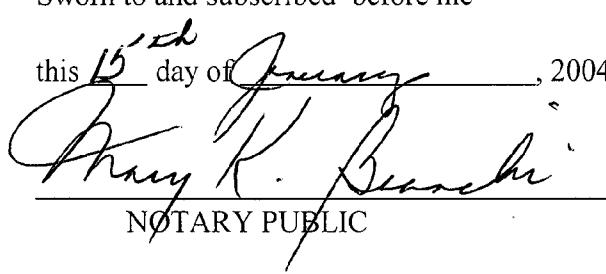
This Affidavit is made under the provisions of the Soldiers Civil Relief Act of 1940.



Ronald J. DiGiorno, Esquire

Sworn to and subscribed before me

this 15th day of January, 2004.



Mary K. Bianchi

NOTARY PUBLIC

Notarial Seal
Mary K. Bianchi, Notary Public
Beaver Boro, Beaver County
My Commission Expires Nov. 23, 2005

Member, Pennsylvania Association Of Notaries

FILED

in 1.274 pl 200
Notice to Show Cause
JAN 20 2004

William A. Shaw
Prothonotary

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

CITIFINANCIAL SERVICES, INC. ,

Plaintiff,

vs.

No. 03-1771 CD

THEODORE P. IRWIN,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Plaintiff Defendant(s) Garnishee Additional Defendant

You are hereby notified that the following Order, Decree, Of Judgment has been entered against you on _____

Decree Nishi in Equity.

Final Decree in Equity.

Judgment of Confession Verdict
 Default Non-Suit
 Non-Pros Arbitration Award

Judgment is in the amount of \$ 16,119.00 PLUS COSTS.

District Justice Transcript of Judgment in (Assumpsit/Tresspass)
in the amount of \$ _____, PLUS COSTS.

If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the
Pennsylvania Department of Transportation.

PROTHONOTARY

BY _____ Deputy

If you have any questions concerning the above , please contact:

Name of Attorney/Filing Party: Ronald J. DiGiorno

Address: 150 Pleasant Drive, Suite 103, Aliquippa, Pa 15001

Telephone Number: (724) 378-9951

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

Citifinancial Services, Inc.
Plaintiff(s)

No.: 2003-01711-CD

Real Debt: \$16,119.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Theodore P. Irwin
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 20, 2004

Expires: January 20, 2009

Certified from the record this 20th day of January, 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