

03-1899-CD

FIRSTMERIT BANK, N.A. et al. vs. JAMES O. STILES, III et al.

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

FIRSTMERIT BANK, N.A., SUCCESSOR TO SIGNAL
BANK, N.A. AS ATTORNEY IN FACT FOR US BANK,
N.A., AS TRUSTEE SUCCESSOR TO FIRSTAR
TRUST CO

Plaintiff

vs.

JAMES O. SITES, III AND MISTI L. STEWART

Defendants

No. 03-1899-CD

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02891236

FILED

DEC 31 2003

William A. Shaw
Prothonotary

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

FIRSTMERIT BANK, N.A., SUCCESSOR TO SIGNAL
BANK, N.A. AS ATTORNEY IN FACT FOR US BANK,
N.A., AS TRUSTEE SUCCESSOR TO FIRSTAR
TRUST CO

Plaintiff

vs.

Civil Action No.

JAMES O. SITES, III AND MISTI L. STEWART

Defendants

COMPLAINT IN REPLEVIN AND 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 notice are served, by entering a written appearance personally or by an 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. OF 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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 111 Glamorgan Street, Alliance, OH 44601.
2. Defendant, James O. Sites, III, is an adult individual residing at 8 Vanett's Lane, Osceola Mills, PA 16666.
3. Defendant, Misti L. Stewart, is an adult individual residing at 1104 4th Street, Charleroi, PA 15022.
4. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendants in favor of Pine Valley Mobile Homes Sales on or about September 21, 1995. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendants took possession of the mobile home more particularly identified in the Contract as a 1995 Commodore Sandpiper, Serial Number CT28491A.
6. Pine Valley Mobile Homes Sales subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
7. Under the terms of the Contract, Defendants were to make 240 (two hundred forty) consecutive monthly payments of \$176.83 beginning October 21, 1995.

8 The total principal amount due to Plaintiff pursuant to the Contract was \$18,970.00.

9 Plaintiff maintains a first lien on the aforesaid mobile home by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since May 9, 2003.

11. Plaintiff is entitled to immediate possession of said mobile home which Plaintiff holds a security interest in and any proceeds of the mobile home, including insurance proceeds by virtue of Defendants' default.

12. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$15,029.41 as of November 3, 2003.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 9.5% per annum.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the mobile home at the above-stated address.

15. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$15,029.41, plus continuing finance charges at the aforesaid rate of 9.5% per annum.

16. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, James O. Siles, III and Misti L. Stewart, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1995 Commodore Sandpiper, Serial Number CT28491A

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$15,029.41, plus appropriate additional finance charges at the rate of 9.5% per annum on the balance due from November 3, 2003 and costs.

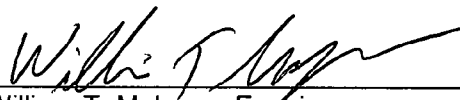
19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$350.00 to date.

21. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$15,379.41 plus continuing finance charges at the aforesaid rate of 9.5% per annum from November 3, 2003, reasonable attorneys fees and expenses for retaking possession and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:02891236

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

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No. _____
Date 9.21.95

Seller PINE VALLEY MH SALES

Address RD 1 BOX 10-B

PENFIELD, PA 15649

"We" and "us" mean the Seller above,
its successors and assigns.

Buyer SITES W. JAMES

STEWART MERTL

Address MAPLEDALE TWIN HWY

OSCEOLA HILLS, PA 15056

"You" and "your" mean each Buyer above
and guarantor, jointly and individually.

SALE: You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
88	COMMODORE	BARTER	CT22421A	

OTHER DESCRIPTION: Size: 14x70

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 18970.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

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 when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>2105.00</u>
<u>9.50</u> %	\$ <u>23469.20</u>	\$ <u>18970.00</u>	\$ <u>42439.20</u>	\$ <u>44544.20</u>

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>240</u>	\$ <u>176.83</u>	<u>1/3</u> of each month beginning <u>10-01</u> , 19 <u>95</u>
		and each <u>month</u> thereafter until paid.

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

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.
Assumption: Someone buying your home cannot assume the obligation on the original terms.

Prepayment: If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$ 20.00

Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

EXHIBIT

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

CREDIT LIFE:	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
CREDIT DISABILITY:	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer	Second Buyer

PROPERTY INSURANCE: You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$_____ for _____ of coverage.

The Vehicle insurance premium is calculated as follows:

- ☐ Fire-Theft and Combined Add'l. Coverage \$_____
- ☐ \$_____ Deductible Comprehensive Cov. \$_____
- ☐ \$_____ Deductible Collision Coverage \$_____
- ☐ _____ \$_____
- ☐ _____ \$_____

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: _____ for Term: _____

MODERN CREDIT PROTECTION POLICY:

Premium \$_____ for _____ of coverage.

[Signature] *[Signature]* MOTOR VEHICLE (page 1 of 3)

ITEMIZATION OF AMOUNT FINANCED

cash	\$ 21000.00
(including accessories, delivery, services, and sales tax of \$ 0.00)	
Extended Service Contract	\$ 0.00
Cash Price	\$ 21000.00
Cash Down Payment	\$ 2100.00
Manufacturer's Rebate	\$ 0.00
Description of Trade-In	
Trade-In	\$ 0.00
Less: Amount Owning (paid by Seller)	\$ 0.00
Net Trade-In	\$ 0.00
Down Payment	\$ 2100.00
Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 18900.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00
Paid to Property Insurance Company / MCPP	\$ 0.00 0.00
Paid to Credit Life Insurance Company	\$ 0.00
Paid to Credit Disability Insurance Company	\$ 0.00
Filing Fee / UCC	\$ 20.00 0.00
To: Notary & Prep / Flood Report	\$ 20.00 20.00
To:	
Other Charges (including Amounts Paid to Others on Your Behalf)	\$ 75.00
(Less) Prepaid Finance Charges	\$ 0.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 18970.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life 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 originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of

any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following:

- A. You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- B. The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- C. You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- D. You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- E. You will pay all taxes and assessments on the Vehicle as they become due.
- F. You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- G. You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

DEFAULT: You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).

- A. You fail to perform any obligation which you have undertaken in this Contract.

prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

WAIVER: You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has signed it.
- B. We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- C. We may release any security and you will still be obligated to pay the Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Page 2 of 31

FTC NOTICES

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.

IF YOU ARE BUYING A USED VEHICLE, 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.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2, EXCEPT that you will not be liable for the payments it requires. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party or Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X _____ Date _____

Name _____

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:

James O. Sitzer TIL 9-21-95
Signature: _____ Date: _____

Mick L. Stewart 9-21-95
Signature: _____ Date: _____

Buyer:

Signature: _____ Date: _____

Signature: _____ Date: _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

James O. Sitzer TIL 9-21-95
Signature: _____ Date: _____

Mick L. Stewart 9-21-95
Signature: _____ Date: _____

Buyer:

Signature: _____ Date: _____

Signature: _____ Date: _____

ASSIGNMENT: This Contract and Security Agreement is assigned to FIRST FEDERAL SAVINGS & LOAN ASSOC

(name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: PINE VALLEY MORTGAGES

By: _____

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 9-21 1995 to FIRST FEDERAL SAVINGS & LOAN ASSOC, 125 E LIBERTY ST, WOOSTER, OH 44691 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with

this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- B. The statements contained in this Contract are true and correct;
- C. The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- D. This sale was completed in accordance with all applicable federal and state laws and regulations;
- E. This Contract is valid and enforceable in accordance with its terms;
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- G. This Contract is not subject to any claims or defenses on the part of the Buyer;
- H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☐ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: PINE VALLEY NH SALES

By: _____

Title: _____

Sales Consultant

12,217 - **CERTIFICATE OF TITLE FOR A VEHICLE**

953060013006230-001

CT28491A

95

COMMODORE

49033557901. SI

VEHICLE IDENTIFICATION NUMBER: MH 0
 YEAR: 95
 MAKE OF VEHICLE: COMMODORE
 TITLE NUMBER: 49033557901. SI
 BODY TYPE: 11/15/95
 DUP: 11/15/95
 SEAT CAP: 11/15/95
 UNLADEN WEIGHT: 11/15/95
 GVWR: 11/15/95
 GCWR: EXEMPT
 TITLE BRANDS: 4
 DATE PA TITLED: 11/15/95
 DATE OF ISSUE: 11/15/95
 PRIOR TITLE STATE: 11/15/95
 ODOM. PROCD. DATE: 11/15/95
 ODOM. MILES: EXEMPT
 ODOM. STATUS: 4

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
JOINT OWNERSHIP WITH RIGHTS OF SURVIVORSHIP

REGISTERED OWNER(S)

JAMES O SITES 3RD &
 MISTI L STEWART
 P O BOX 85 RTE 53
 MORRISDALE PA 16858

FIRST LIEN FAVOR OF:

1ST FED SAVINGS & LOAN

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

1ST FED SAVINGS & LOAN

135 E LIBERTY ST

P O BOX 385

WOOSTER OH 44691

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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

BRADLEY L MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN

TO BEFORE ME:

MO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".
 A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
 B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

LIEN DATE:

IF NO LIEN CHECK BOX ☐

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

LIEN DATE:

IF NO LIEN CHECK BOX ☐

SECOND LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

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

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

EXHIBIT

2

03790166

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT

3

DEC 22 2003

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is KAREN SMITH
(Name)
Legal Affairs Rep of Vanderbilt Mortgage, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of his/her knowledge, information and belief.

Karen Smith
(Signature)

WWR# 02891236

FILED

*Pl 1.33 BA pd 85.00
2 cc to ddy*

DEC 31 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRSTMERIT BANK

VS.

SITES, JAMES O. III & MISTI L. STEWART

COMPLAINT IN REPLEVIN

Sheriff Docket #

14999

03-1899-CD

SHERIFF RETURNS

NOW JANUARY 21, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON JAMES O. SITES III, DEFENDANT AT RESDIENCE, IRWIN'S TR. CT., 8 VANETTS, LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JULIE ANDERSON, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS

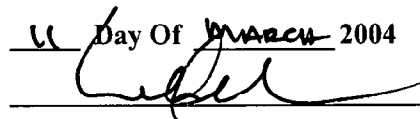
NOW JANUARY 7, 2004, JOHN RHEEL, SHERIFF OF WASHINGTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN REPLEVIN ON MISTI L. STEWART, DEFENDANT.

NOW JANUARY 24, 2004 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON MISTI L. STEWART, DEFENDANT BY DEPUTIZING THE SHERIFF OF WASHINGTON COUNTY. THE RETURN OF SHERIFF RHEEL IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs


Cost	Description
49.75	SHERIFF HAWKINS PAID BY: ATTY CK# 8116356
20.00	SURCHARGE PAID BY: ATTY CK# 8116357
18.50	WASHINGTON COUNTY SHFF PAID BY: ATTY CK# 8116358

Sworn to Before Me This

11 Day Of March 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED
6/3:30/04
MAR 11 2004 

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S DEPARTMENT

WASHINGTON COUNTY, PENNSYLVANIA

100 WEST BEAU STREET, SUITE 101, WASHINGTON, PA 15301

724-228-6840

DATE

12/29/03

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS: Please fill out a separate form for each defendant. Type or print legibly, insuring readability of all copies. Do not detach any copies.

PLAINTIFF / S /

FirstMerit Bank

COURT NUMBER OF WRIT OR COMPLAINT

03-1899-CD

DEFENDANT / S /

Musti L. Stewart

TYPE OF WRIT OR COMPLAINT

Civil Action

SERVE

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD

Musti L. Stewart

AT

ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and Zip.)

1104 4th St, Charleroi PA 15022

INDICATE TYPE OF SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REG. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

Expiration/Hearing Date

1-30-04

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomsoever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of

ADDRESS

TELEPHONE NUMBER

[Signature]

☒ PLAINTIFF
☐ DEFENDANT

412/434-7988

I hereby CERTIFY and RETURN that on the 24 day of Jan, 2004, at

2:00

o'clock A.M. / P.M. Address Above / Address Below, County of Washington, Pennsylvania

I have served in the manner Described below:

☒ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Relationship is _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager / Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other _____

☐ Property Posted _____

☐ Deputize _____

☐ Cert. Mail ☐ Levy Made ☐ Reg. Mail

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Now, _____ 20 ____ I, SHERIFF OF WASHINGTON COUNTY, PA. do hereby deputize the Sheriff of

County to execute this Writ and make return thereof according to law.

This deputation being made at the request and risk of the plaintiff.

Notary Public \$ _____ Check Number _____

SHERIFF OF WASHINGTON COUNTY

\$ _____ Check Number _____ County Costs \$ _____

Advance

\$ 15.00

Invoice

1052-04

Docket

Page

Total Costs

\$ 93.50

Costs Due

\$ 18.50

REFUND

2-25-04 2166-04 addl costs pl.

AFFIRMED and subscribed to before me this

9

day of

Feb

20

04

[Signature]

Prothonotary / Notary Public

PAID BY ATTY. FOR PLFF

By (Sheriff / Dep. Sheriff) (Please Print or Type.)

Date

[Signature]

1-24-04

Signature of Sheriff

[Signature]

Date

1-24-04

SHERIFF OF WASHINGTON COUNTY

MY COMMISSION EXPIRES

NOTARIAL SEAL

Tami L. Paraska, Notary Public

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

Washington County, PA
My Commission Expires April 17, 2006

Date Received

PROTHONOTARY



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAGE 14999

FIRST MERIT BANK

VS

JAMES O. SITES III al

TERM & NO. 03-1899-CD

DOCUMENT TO BE SERVED:

COMPLAINT IN REPLEVIN

SERVE BY: 01/30/2004

MAKE REFUND PAYABLE TO: WELTMAN, WEINBERG & REIS CO.

SERVE: MISTI L. STEWART

ADDRESS: 1104 4TH ST., CHARLEROI, PA.15022

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF
WASHINGTON COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 7th Day of
JANUARY 2004

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

2004 JAN -9 PM 2:30
SHE
MAR 2004
115331

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

FIRSTMERIT BANK, N.A., SUCCESSOR
TO SIGNAL BANK, N.A. AS ATTORNEY IN
FACT FOR US BANK, N.A., AS TRUSTEE
SUCCESSOR TO FIRSTSTAR TRUST CO.

Plaintiff

No.03-1899-CD

vs.

STIPULATION OF THE PARTIES FOR
PAYMENT AND FOR THE ENTRY OF
JUDGMENT BY CONSENT AS TO JAMES
O. SITES, III ONLY

JAMES O. SITES, III AND
MISTI L. STEWART

Defendants

FILED ON BEHALF OF
Plaintiff

FILED

COUNSEL OF RECORD OF
THIS PARTY:

APR 14 2004

William A. Shaw
Prothonotary

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02891236

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

FIRSTMERIT BANK, N.A., SUCCESSOR
TO SIGNAL BANK, N.A. AS ATTORNEY IN
FACT FOR US BANK, N.A., AS TRUSTEE
SUCCESSOR TO FIRSTSTAR TRUST CO.

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES O. SITES, III AND
MISTI L. STEWART

Defendants

STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT
AS TO JAMES O. SITES, III ONLY

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, James O. Sites, above-named, as to Court I of Plaintiff's Complaint for possession of the mobile home, more particularly identified as a 1995 Commodore Sandpiper, Serial Number CT 28491A, and as to Count II of Plaintiff's Complaint in the amount of \$15,379.41 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff as to Court I of Plaintiff's Complaint for possession of the mobile home, more particularly identified as a 1995 Commodore Sandpiper, Serial Number CT 28491A, and as to Count II of Plaintiff's Complaint in the amount of \$15,379.41 with continuing interest thereon at a rate of 9.5% per annum plus costs from November 3, 2003.

2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, James O. Sites, as to Court I of Plaintiff's Complaint for possession of the mobile home, more particularly identified as a 1995 Commodore

Sandpiper, Serial Number CT 28491A, and as to Count II of Plaintiff's Complaint in the amount of \$15,379.41 with continuing interest thereon at a rate of 9.5% per annum plus costs from November 3, 2003.

3. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within thirty (30) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

4. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

FILED

M 2:11 PM
APR 14 2004

[Signature]

*Notice to Clerk
Re: [illegible]*

William A. Shaw
Prothonotary

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

FIRSTMERIT BANK, N.A., SUCCESSOR
TO SIGNAL BANK, N.A. AS ATTORNEY IN
FACT FOR US BANK, N.A., AS TRUSTEE
SUCCESSOR TO FIRSTAR TRUST CO.

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES O. SITES, III AND
MISTI L. STEWART

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee.

You are hereby notified that the following
Order or Judgment was entered against you
on _____

(xx) Assumpsit Judgment as to Count 1 for possession of the mobile
home more particularly identified as a 1995 Commodore Sandpiper, Serial
Number CT28491A and Assumpsit Judgment in the amount of \$15,379.41
plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent

Prothonotary

James O. Sites, III
8 Vanetta'a Lane
Osceola Mills, PA 16666

By: _____
PROTHONOTARY (OR DEPUTY)

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

FirstMerit Bank N.A.
Plaintiff(s)

No.: 2003-01899-CD

Real Debt: \$15,379.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James O. Sites
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: April 14, 2004

Expires: April 14, 2009

Certified from the record this 14th day of April, 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

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

FIRSTMERIT BANK, N.A. SUCCESSOR TO
SIGNAL BANK, N.A. AS ATTORNEY IN FACT FOR
US BANK, N.A. AS TRUSTEE SUCCESSOR TO
FIRSTSTAR TRUST CO.

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES O SITES AND
MISTI L. STEWART

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on _____

(xx) Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 1995 Commodore Sandpiper, Serial
Number CT28491A and Assumpsit Judgment in the amount of
\$16,087.91 on Count II plus costs.

☐ Trespass Judgment in the amount
of \$_____ plus costs.

☐ If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☒ Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary _____

Misti L Stewart
1104 4th Street
Charleroi, PA 15022

By: 
PROTHONOTARY (OR DEPUTY)

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

FIRSTMERIT BANK, N.A. SUCCESSOR TO
SIGNAL BANK, N.A. AS ATTORNEY IN FACT FOR
US BANK, N.A. AS TRUSTEE SUCCESSOR TO
FIRSTSTAR TRUST CO.

Plaintiff

vs.

JAMES O SITES AND
MISTI L. STEWART

Defendants

No. 03-1899-CD

PRAECIPE FOR DEFAULT JUDGMENT
AS TO MISTI L. STEWART

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

MAY 03 2004

William A. Shaw
Prothonotary

WWR#02891236

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

FIRSTMERIT BANK, N.A. SUCCESSOR TO
SIGNAL BANK, N.A. AS ATTORNEY IN FACT FOR
US BANK, N.A. AS TRUSTEE SUCCESSOR TO
FIRSTSTAR TRUST CO.

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES O SITES AND
MISTI L. STEWART

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, Misti L. Stewart, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 1995 Commodore Sandpiper, Serial Number CT28491A.

COUNT II

Kindly enter Judgment against the Defendant, Misti Stewart, above named, in the default of an Answer, in the amount of \$16,087.91 as follows:

Amount claimed in Complaint	\$15,379.41
Interest from November 3, 2003 to April 28, 2004 at the contract interest rate of 9.5% per annum	\$708.50
TOTAL	\$16,087.91

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA. I.D.#47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02891236

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 1104 4th Street, Charleroi, PA 15022.

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

FIRSTMERIT BANK, N.A., SUCCESSOR
TO SIGNAL BANK, N.A. AS ATTORNEY IN
FACT FOR US BANK, N.A. AS TRUSTEE
SUCCESSOR TO FIRSTSTAR TRUST CO.

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES L. SITES, III AND
MISTI L. STEWART

Defendant

IMPORTANT NOTICE

TO: MISTI L. STEWART
1104 4TH STREET
CHARLEROI, PA 15022

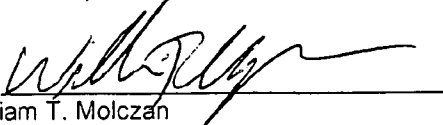
Date of Notice: March 10, 2004

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.

LAWYER REFERRAL SERVICE

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.


By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #02891236

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeipce attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By 

William T. Molczan, Esquire

PA. I.D.#47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02891236

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

FirstMerit Bank N.A.
Plaintiff(s)

No.: 2003-01899-CD

Real Debt: \$16,087.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James O. Sites
Misti L. Stewart
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 3, 2004

Expires: May 3, 2009

Certified from the record this 3rd day of May, 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

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

FIRSTMERIT BANK, N.A. SUCCESSOR TO
SIGNAL BANK, N.A. AS ATTORNEY IN FACT FOR
US BANK N.A. AS TRUSTEE SUCCESSOR TO
FIRSTSTAR TRUST CO.,

Plaintiff

vs.

JAMES O. SITES and
MISTI L. STEWART,

Defendants

No. 03-1899-CD

PRAECIPE FOR WRIT OF POSSESSION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02891236

FILED

JUN 03 2004

William A. Shaw
Prothonotary

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

FIRSTMERIT BANK, N.A. SUCCESSOR TO
SIGNAL BANK, N.A. AS ATTORNEY IN FACT FOR
US BANK N.A. AS TRUSTEE SUCCESSOR TO
FIRSTSTAR TRUST CO.,

Plaintiff

vs.

Civil Action No. 03-1899-CD

JAMES O. SITES and
MISTI L. STEWART,

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: FIRSTMERIT BANK, N.A.

Plaintiff(s)

being: (premises as follows):

1995 COMMADORE SANDPIPER, Serial Number CT28491A.

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary

Deputy

DATED: _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15821
NO: 03-1899-CD

PLAINTIFF: FIRSTMERIT BANK, N.A.

vs.

DEFENDANT: JAMES O. SITES AND MISTI L. STEWART

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

DATE RECEIVED WRIT: 06/03/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/13/2005

DATE DEED FILED

PROPERTY ADDRESS 8 VANETTA'S LANE OSCEOLA MILLS , PA 16666

SERVICES

07/19/2004 @ 10:06 AM SERVED JAMES O. SITES III

SERVED JAMES O SITES, DEFENDANT, AT HIS RESIDENCE 8 VANETTA'S LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO JAMES O. SITES

A TRUE AND ATTESTED COPY OF THE ORIGINAL WIRT OF POSSESSION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED MISTI L. STEWART

UNABLE TO SERVE MISTI L. STEWART DEFENDANT MOVED TO PITTSBURGH, PA.

@ SERVED

NOW, JUNE 13, 2005 RETURN WRIT AS BEING SERVED.

FILED
07/10:26 AM
JUN 13 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15821
NO: 03-1899-CD

PLAINTIFF: FIRSTMERIT BANK, N.A.

VS.

DEFENDANT: JAMES O. SITES AND MISTI L. STEWART

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN


SHERIFF HAWKINS \$147.00

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Jy Cynthia Butler-Dehner
Chester A. Hawkins
Sheriff

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

WRIT OF POSSESSION

FirstMerit Bank N.A.

Plaintiff(s)

Vs.

NO.: 2003-01899-CD

James O. Sites
Misti L. Stewart

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

- (1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1995 Commadore Sandpiper, Serial No. CT28491A

- (2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell their interests therein.



William A. Shaw, Prothonotary

Received writ this 3rd day of
June A.D. 2004

at 2:30 a.m./p.m.

Charles A. Houshins
Sheriff by Cynthia Butler-Aughanbaugh

REQUESTING PARTY NAME: FirstMerit Bank, N.A.

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