

04-113-CD
CSB BANK vs. GABRIEL J. HOOVER

CSB Bank vs. Gabriel J. Hoover
2004-113-CD

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

CSB BANK, Plaintiff : No. 04- 113 -CD
vs. : IN REPLEVIN
: Type of Case: Civil Action
: Type of Pleading: Complaint
: Filed on behalf of: Plaintiff
GABRIEL J. HOOVER, Defendant : Counsel of Record for this
: Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766
:

FILED

JAN 23 2004 *Parry*

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, :
Plaintiff : No. 04 - - CD
: :
-vs- : IN REPLEVIN
: :
GABRIEL J. HOOVER, :
Defendant : :

NOTICE TO DEFEND

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

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

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

CSB BANK, :
Plaintiff : No. 04 - - CD
: :
-vs- : IN REPLEVIN
: :
GABRIEL J. HOOVER, :
Defendant : :

C O M P L A I N T

NOW COMES, the Plaintiff, CSB BANK, by its attorneys, Gates & Seaman, and brings this action in Replevin against the named Defendant as follows:

1. The Plaintiff is CSB BANK, a state banking institution and corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania, 16833.
2. Defendant, GABRIEL J. HOOVER, is an adult individual who presently resides at 160 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833.
3. On June 8, 2001, Defendant, Gabriel J. Hoover, entered into a Motor Vehicle Installment Sale Contract with Catalano Cycle Center, Inc. of Clearfield, Pennsylvania for the purchase of a new 2001 Kawasaki KLR650-A15 Motorcycle (Serial Number JKAKLEA1X1A070793). A true and correct of said Motor Vehicle Installment Sale Contract is attached hereto and made a part hereof as Exhibit "A".
4. By the terms of said Motor Vehicle Installment

Sale Contract, Catalano Cycle Center, Inc. maintained a security interest in the subject motorcycle.

5. The aforementioned Motor Vehicle Installment Sale Contract, as well as said security interest, was assigned by Catalano Cycle Center, Inc. to Plaintiff, CSB Bank, by the assignment contained on the first page of the aforementioned Motor Vehicle Installment Sale Contract.

6. Plaintiff, CSB Bank's, security interest is also evidenced by the Commonwealth of Pennsylvania Certificate of Title, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

7. Defendant, Gabriel J. Hoover, has defaulted under the aforementioned Motor Vehicle Installment Sale Contract as follows:

(a) he has failed to make the monthly payments due under the aforementioned Motor Vehicle Installment Sale Contract and is presently more than six (6) months in arrears in making said payments; and

(b) said Defendant has also failed to keep the aforementioned motorcycle insured as he is required to do under the terms of the Motor Vehicle Installment Sale Contract.

Attached hereto and made a part hereof as Exhibit "C" is a copy of Notice of Cancellation or Refusal to Renew issued by Progressive Motorcycle Insurance to said Defendant.

8. The 2001 Kawasaki Motorcycle in question has an

average retail value of \$3,060.00. A photocopy of the current NADA average retail value is attached hereto and made a part hereof as Exhibit "D".

9. Since Plaintiff's attempts to repossess said 2001 Kawasaki Motorcycle have been unsuccessful, Plaintiff believes and avers that the Defendant has hidden and/or concealed said motorcycle either at his residence or at a location otherwise only known by the Defendant.

10. Defendant, Gabriel J. Hoover, has failed and refused, despite repeated demands by representatives of the Plaintiff, to pay the balance due under the aforementioned Motor Vehicle Installment Sale Contract or to deliver possession of the motorcycle to the Plaintiff.

11. By reason of the facts alleged above, Plaintiff claims it is entitled to immediate possession of the collateral in question.

12. In the event the collateral in question cannot be located or in the event the Defendant has sold or otherwise disposed of said collateral, Plaintiff seeks damages against the Defendant, Gabriel J. Hoover, in the following amounts:

(a) Principal Balance	\$ 3,335.67
(b) Interest to January 21, 2004	\$ 147.35
(c) Late fees through January 21, 2004	\$ 23.97
(d) Reasonable Attorney's fees	<u>\$ 750.00</u>
 TOTAL	 \$ 4,256.99

WHEREFORE, Plaintiff, CSB Bank, demands Judgment be

entered against Defendant, Gabriel J. Hoover as follows:

- a. Judgment of possession for the 2001 Kawasaki KLR650-A15 Motorcycle (Serial Number: JKAKLEA1X1A070793); or
- b. In the alternative, Judgment in the amount of \$4,256.99 which is the amount presently due under the Motor Vehicle Installment Contract, plus interest, reasonable attorney's fees, costs; and
- c. Such other and further relief as this Honorable Court deems just and equitable.

GATES & SEAMAN

By 

Andrew P. Gates, Esquire
Attorney for Plaintiff, CSB Bank

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>1000.00</u>
10.125 %	\$ 952.10	\$ 4326.94	\$ 5279.04	\$ 6279.04

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$109.98	8TH OF THE MONTH
	\$	Monthly, beginning JULY 8 2001

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

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

Filing Fees: \$

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract
we arethe SELLER. CATALANO CYCLE CENTER INC 216 NORTH THIRD STREET

CLEARFIELD PA 16830

Name Address Zip Code

You are 621 CENTER STREET

the BUYER(S). GABRIEL J HOOVER CURWENSVILLE PA 16833

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

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

TRADE-IN:

You have traded in
the following vehicle:

N/A

Year and Make Description

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

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

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

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

Signature of Buyer to be insured for Single Credit Life Insurance

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

1. _____ %

2. _____ %

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

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

Insurer:

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

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
NEW 2001 KAWASAKI KLR650-A15 M/C JKAKLEA1X1A070793Equipped A.T. P.S. AM-FM Stereo 5 Spd. Other
with A.C. P.W. AM-FM Tape Vinyl Top

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



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

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

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

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

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

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

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

139/37

SELLER CATALANO CYCLE CENTER INCBy: Sharon Karschner6-8-01
Date

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

BUYER Gabriel J. Hoover (SEAL) 6-8-01
Date

BUYER _____ (SEAL) _____ Date

EXHIBIT "A"
2 pages

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

6. WAIVERS.

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

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

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

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

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

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

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

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

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

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

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

NOTICE OF PROPOSED CREDIT INSURANCE

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

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.
ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, _____ (Name) to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and

HRENKO INS AGCY INC
RT 350 S PO BOX 35
PHILIPSBURG, PA 16866



Policy number: 41648899-0

Progressive Northern Insurance Company

November 25, 2003

Policy Period: Jul 28, 2003 - Jul 28, 2004

Page 1 of 2

NOV 28 2003

GABRIEL J HOOVER
160 SUSQUEHANNA AVE
CURWENSVILLE, PA 16833

NOTICE OF CANCELLATION OR REFUSAL TO RENEW

We have not received your payment,
which was due by October 28, 2003

**IF WE DON'T RECEIVE YOUR PAYMENT, YOUR POLICY
WILL BE CANCELED AT 12:01 A.M. ON DECEMBER 26,
2003 BECAUSE YOU DID NOT PAY THE REQUIRED**

PREMIUM. To maintain continuous coverage, your payment
must be received or postmarked by 12:01 a.m. on December 26,
2003. If you have already sent your payment - thank you.

Remaining balance	\$254.50
Payments remaining	0
Minimum amount due	\$254.50
Due date	December 26, 2003

You can call Automated Billing Inquiry or check personal.progressive.com
to make sure we received your payment.

800-999-8781

Automated Billing Inquiry

Make payments, check last payment received
or due date of next payment.

814-342-5204

HRENKO INS AGCY INC

Contact your agent during business hours.

800-888-7764

Policy Services

Call when your agent is not available to
make policy changes 24 hours a day,
7 days a week. **Se habla español.**

*You can make immediate
payments by using a credit card or
authorizing a withdrawal from
your checking account. Simply go
to personal.progressive.com or
call us at 800-888-7764. Have
your account number ready and
your payment will be credited
immediately.*

Cancelled 12-26-03

Please read the important Legal Notice on the reverse side of this page.

Continued on back

Payment Coupon

Minimum amount due	\$254.50
Due date	December 26, 2003
Amount enclosed	\$

To maintain continuous coverage, your payment must be received or
postmarked by 12:01 a.m. on December 26, 2003.



PROGRESSIVE
PO BOX 7247-0311
PHILADELPHIA PA 19170-0001

Policy number: 41648899-0

Policyholder: GABRIEL J HOOVER

For immediate payment - to authorize
a withdrawal from your checking account
or make a credit card payment - go to
personal.progressive.com or call
800-888-7764.

If you pay by check, please allow 5 to 7
days for your payment to reach us by the
due date.

Do not write below this section of coupon.
00-56780 Form 6268 PA (11/00)
Cancel Notice

EXHIBIT "C" - 2 pages

031141648899037052 0025450 0025450 00000000 00000000 008707280304

Legal Notice

YOU HAVE THE RIGHT TO REQUEST THAT THE PENNSYLVANIA INSURANCE COMMISSIONER REVIEW THIS CANCELLATION. YOU MAY MAKE THIS REQUEST BY SIGNING BELOW AND SENDING A COPY OF THIS FORM WITHIN 10 DAYS OF RECEIPT OF THE CANCELLATION NOTICE TO THE PENNSYLVANIA INSURANCE COMMISSIONER AT ONE OF THESE OFFICES:

PA Insurance Commissioner - Reviews

Room 1701
State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Tel.: (215) 560-2630

PA Insurance Commissioner - Reviews

Room 1321
Strawberry Square
Harristown State Office Building #1
Harrisburg, PA 17120
Tel.: (717) 787-2317

PA Insurance Commissioner - Reviews

Room 304
State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
Tel.: (412) 565-5020

PA Insurance Commissioner - Reviews

P.O. Box 6142
808 Renaissance Center
Erie, PA 16512
Tel.: (814) 871-4466

I REQUEST THAT THE PENNSYLVANIA INSURANCE COMMISSIONER REVIEW THE CANCELLATION OF THIS INSURANCE POLICY.

SIGNATURE OF INSURED

IF YOU HAVE TROUBLE GETTING NEW INSURANCE, YOU MAY BE ELIGIBLE FOR INSURANCE THROUGH THE PENNSYLVANIA AUTOMOBILE ASSIGNED RISK PLAN.

PATL500T 0017543 001 001 * 000000000000 30100015915



MODEL	T Y P E	Pist. Disp. CCs	S T C P R Y D K L S Wt.			Sugg List	Rough Trd-In W/S	Clean Trd-In W/S	Avg Retail
			599	4	4				

2001 KAWASAKI (CONT)

ZX600E9 NINJA ZX-6	R	599	4	4	5	430	7199	3100	3460	4275
ZX600J2 NINJA ZX-6R	R	599	4	4	6	377	8099	3500	3900	4820
KAF620E1 MULE 3010 4X4	UTL	617	4	2	A	1278	8799	4095	4565	5515
KAF620F1 MULE 3020	UTL	617	4	2	A	1193	7499	3455	3850	4655
KAF620G1 MULE 3000	UTL	617	4	2	A	1200	7499	3455	3850	4655
KL650A15 KLR 650	RT	651	4	1	5	337	4999	2260	2515	3060
EJ650A3 W650	R	676	4	2	5	434	6599	2810	3130	3850
ZR750H1 ZR-7S	R	738	4	4	5	463	5999	2590	2885	3575
ZX750P6 NINJA ZX-7R	R	748	4	4	6	448	9299	4135	4610	5685
VN750A17 VULCAN	R	749	4	2	5	483	6099	2635	2940	3635
VN800A7 VULCAN	R	805	4	2	5	496	6299	2735	3045	3765
VN800B6 VULCAN CLASSIC	R	805	4	2	5	516	6999	3050	3400	4200
VN800E1 VULCAN DRIFTER	R	805	4	2	5	547	7499	3315	3695	4555
ZX900E2 NINJA ZX-9R	R	899	4	4	6	404	10199	4510	5025	6175
KAF950A2 MULE 2510 DSL	UTL	953	4	3	A	1397	9799	4610	5140	6210
ZG1000A16 CONCOURS	R	997	4	4	6	595	8199	3635	4050	5000
ZX1100D9 NINJA ZX-11	R	1052	4	4	6	514	10199	4510	5025	6175
ZR1200A1 ZRX1200R	R	1164	4	4	5	492	7899	3455	3850	4760
ZG1200B15 VOYAGER XII	R	1196	4	4	5	728	12299	5515	6150	7560
ZX1200A2 NINJA ZX-12R	R	1199	4	4	6	463	11999	5320	5930	7285
VN1500E4 VULCAN CLASSIC	R	1470	4	2	5	644	9999	4515	5030	6190
VN1500G3 VULCAN NOMAD	R	1470	4	2	5	732	12299	5640	6290	7735
VN1500L2 VULCAN NOMAD Fi	R	1470	4	2	5	739	12999	5970	6650	8180
VN1500N2 VULCAN CLSSC Fi	R	1470	4	2	5	659	10799	4940	5505	6775
VN1500R1 VULCAN DRIFTER	R	1470	4	2	5	670	11799	5405	6025	7410

- 2000 -

KX60B16	MX	60	2	1	6	111	2249	740	860	1075
KX65A1	MX	65	2	1	6	120	2799	910	1055	1335
KX80W3	MX	82	2	1	6	143	3049	990	1150	1450
KE100B19	RT	99	2	1	5	187	1999	625	725	875
KX100C3	MX	99	2	1	6	150	3349	1085	1265	1595
KX125L2	MX	124	2	1	6	192	4849	1560	1815	2305
KDX200H6	E	198	2	1	6	223	3999	1330	1550	1880
KLF220A13 BAYOU	4-W	215	4	1	5	403	3299	1245	1445	1735
KDX220A7	E	216	2	1	6	227	4349	1465	1705	2065
EX250F14 NINJA 250R	R	248	4	2	6	304	2999	975	1135	1465
KL250D17 KLR 250	RT	249	4	1	6	258	4099	1280	1490	1795
KL250G4 SUPER SHERPA	RT	249	4	1	6	249	3999	1250	1450	1750

2000 KAWASAKI

KSF250A14 MOJAVE
KX250L2
KAF300C4 MULE 550
KAF300D1 MULE 520
KEF300A6 LAKOTA

KLF300B13 BAYOU
KLF300C12 BAYOU 4X4
KVF300A2 PRAIRIE 4X4
KVF300B2 PRAIRIE
KLX300A5

KVF400C2 PRAIRIE 4X4
KVF400D2 PRAIRIE
EN500C5 VULCAN LTD
EX500D7 NINJA 500R
KX500E12

ZX600E8 NINJA ZX-6
ZX600J1 NINJA ZX-6R
KAF620A6 MULE 2510 4X4
KAF620B6 MULE 2520 TURF
KAF620C6 MULE 2500

KL650A14 KLR 650
EJ650A2 W650
ZR750F2 ZR-7
ZX750P5 NINJA ZX-7R
VN750A16 VULCAN

VN800A6 VULCAN
VN800B5 VULCAN CLASSIC
VN800C2 VULCAN DRIFTER
ZX900E1 NINJA ZX-9R
KAF950A1 MULE 2510 DSL

ZG1000A15 CONCOURS
ZR1100C4 ZRX1100
ZX1100D8 NINJA ZX-11
ZG1200B14 VOYAGER XII
ZX1200A1 NINJA ZX-12R

VN1500E3 VULCAN CLASSIC
VN1500G2A VULCAN NOMAD
VN1500J2 VULCAN DRIFTER

V E R I F I C A T I O N

I, MICHAEL A. MATTEN, Senior Vice President and Senior Lending Officer of CSB Bank, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Michael A. Matten,
Senior Vice President
and Senior Lending Officer
CSB BANK

Date: 1-23-04

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL ACTION - LAW

No. 04 - IN REPLEVIN - CD

CSB BANK, Plaintiff

-vs-

GABRIEL J. HOOVER, Defendant

COMPLAINT

FILED 1cc
ON 3/4/04 AMY Gates

William A. Shaw
Prothonotary/Clerk of Courts
Amy Gates
3/4/04 85.00

LAW OFFICES
GATES & SEAMAN

2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

CSB BANK, Plaintiff : No. 04-113 -CD
vs. : IN REPLEVIN
: Type of Case: Civil Action
: Type of Pleading: Petition
: for Oral Examination of
: Defendant under Pa.R.C.P.
: \$1081
: Filed on behalf of: Plaintiff
GABRIEL J. HOOVER, Defendant : Counsel of Record for this
: Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766
:

FILED

JAN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, :
Plaintiff : No. 04 - 113 - CD
-vs- :
IN REPLEVIN
GABRIEL J. HOOVER, :
Defendant :
:

RULE

AND NOW this 27th day of January, 2004, upon
consideration of the Petition of Plaintiff, CSB BANK, a Rule is
issued upon Respondent/Defendant, GABRIEL J. HOOVER, to appear
before this Honorable Court for purposes of being examined under
oath as to the whereabouts of the 2001 Kawasaki Motorcycle which
is the subject of Plaintiff's Complaint In Replevin.

RULE RETURNABLE for Gabriel J. Hoover to appear to be
orally examined on the 31 day of March, 2004,
at 1:30 o'clock A.M. in Courtroom No. 2, of the
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Paul E Cherry

FILED

JAN 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, :
Plaintiff : No. 04 - 113 - CD
: :
-vs- : IN REPLEVIN
: :
GABRIEL J. HOOVER, :
Defendant : :

PETITION FOR ORAL EXAMINATION OF
DEFENDANT UNDER PA.R.C.P. §1081

AND NOW COMES, Plaintiff/Petitioner, CSB BANK, by its attorneys, Gates & Seaman, and petitions this Honorable Court to enter an Order directing that Defendant/Respondent, GABRIEL J. HOOVER, appear before this Honorable Court to be examined under oath as to the whereabouts of the 2001 Kawasaki motorcycle in question and in support thereof, Petitioner, CSB Bank, avers the following:

1. Contemporaneously herewith, Petitioner, CSB Bank has filed a Complaint in Replevin seeking to repossess a 2001 Kawasaki Motorcycle upon which CSB Bank holds a security interest under the Motor Vehicle Installment Sale Contract executed by Respondent, Gabriel J. Hoover. A true and correct copy of the Complaint in Replevin, with all exhibits, is attached hereto and made a part hereof as Exhibit "A".
2. Respondent, Gabriel J. Hoover, is in default under the terms of the aforementioned Motor Vehicle Installment Sale Contract as he is in excess of six months in arrears on the monthly payments and has otherwise failed to keep the motorcycle

insured.

3. Prior to initiating this proceeding, Petitioner attempted to repossess said 2001 Kawasaki Motorcycle, which attempts have been unsuccessful.

4. Petitioner, CSB Bank, is without knowledge of the location of said 2001 Kawasaki Motorcycle despite diligent attempts to repossess and/or locate the same.

5. Petitioner believes and therefore avers that Respondent, Gabriel J. Hoover, has either hidden, concealed and/or otherwise removed said 2001 Kawasaki Motorcycle to a location unknown to your Plaintiff/Petitioner.

WHEREFORE, Plaintiff/Petitioner, CSB Bank, prays that this Honorable Court issue a Rule upon Defendant/Respondent, Gabriel J. Hoover, to appear before this Honorable Court to be examined orally under oath as to the whereabouts of the location of said 2001 Kawasaki Motorcycle.

Respectfully submitted,

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Petitioner, CSB Bank

Date: Jan. 23, 2004

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

CSB BANK, Plaintiff : No. 04-
vs. : -CD
GABRIEL J. HOOVER, Defendant : IN REPLEVIN
: Type of Case: Civil Action
: Type of Pleading: Complaint
: Filed on behalf of: Plaintiff
: Counsel of Record for this
: Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

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

CSB BANK, :
Plaintiff : No. 04 - - CD
-vs- :
IN REPLEVIN
GABRIEL J. HOOVER, :
Defendant :
:

NOTICE TO DEFEND

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

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

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

CSB BANK, :
Plaintiff : No. 04 - - CD
: :
-vs- : IN REPLEVIN
: :
GABRIEL J. HOOVER, :
Defendant : :

C O M P L A I N T

NOW COMES, the Plaintiff, CSB BANK, by its attorneys, Gates & Seaman, and brings this action in Replevin against the named Defendant as follows:

1. The Plaintiff is CSB BANK, a state banking institution and corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and place of business at State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania, 16833.

2. Defendant, GABRIEL J. HOOVER, is an adult individual who presently resides at 160 Susquehanna Avenue, Curwensville, Clearfield County, Pennsylvania 16833.

3. On June 8, 2001, Defendant, Gabriel J. Hoover, entered into a Motor Vehicle Installment Sale Contract with Catalano Cycle Center, Inc. of Clearfield, Pennsylvania for the purchase of a new 2001 Kawasaki KLR650-A15 Motorcycle (Serial Number JKAKLEA1X1A070793). A true and correct of said Motor Vehicle Installment Sale Contract is attached hereto and made a part hereof as Exhibit "A".

4. By the terms of said Motor Vehicle Installment

Sale Contract, Catalano Cycle Center, Inc. maintained a security interest in the subject motorcycle.

5. The aforementioned Motor Vehicle Installment Sale Contract, as well as said security interest, was assigned by Catalano Cycle Center, Inc. to Plaintiff, CSB Bank, by the assignment contained on the first page of the aforementioned Motor Vehicle Installment Sale Contract.

6. Plaintiff, CSB Bank's, security interest is also evidenced by the Commonwealth of Pennsylvania Certificate of Title, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

7. Defendant, Gabriel J. Hoover, has defaulted under the aforementioned Motor Vehicle Installment Sale Contract as follows:

(a) he has failed to make the monthly payments due under the aforementioned Motor Vehicle Installment Sale Contract and is presently more than six (6) months in arrears in making said payments; and

(b) said Defendant has also failed to keep the aforementioned motorcycle insured as he is required to do under the terms of the Motor Vehicle Installment Sale Contract. Attached hereto and made a part hereof as Exhibit "C" is a copy of Notice of Cancellation or Refusal to Renew issued by Progressive Motorcycle Insurance to said Defendant.

8. The 2001 Kawasaki Motorcycle in question has an

average retail value of \$3,060.00. A photocopy of the current NADA average retail value is attached hereto and made a part hereof as Exhibit "D".

9. Since Plaintiff's attempts to repossess said 2001 Kawasaki Motorcycle have been unsuccessful, Plaintiff believes and avers that the Defendant has hidden and/or concealed said motorcycle either at his residence or at a location otherwise only known by the Defendant.

10. Defendant, Gabriel J. Hoover, has failed and refused, despite repeated demands by representatives of the Plaintiff, to pay the balance due under the aforementioned Motor Vehicle Installment Sale Contract or to deliver possession of the motorcycle to the Plaintiff.

11. By reason of the facts alleged above, Plaintiff claims it is entitled to immediate possession of the collateral in question.

12. In the event the collateral in question cannot be located or in the event the Defendant has sold or otherwise disposed of said collateral, Plaintiff seeks damages against the Defendant, Gabriel J. Hoover, in the following amounts:

(a) Principal Balance	\$ 3,335.67
(b) Interest to January 21, 2004	\$ 147.35
(c) Late fees through January 21, 2004	\$ 23.97
(d) Reasonable Attorney's fees	<u>\$ 750.00</u>
TOTAL	\$ 4,256.99

WHEREFORE, Plaintiff, CSB Bank, demands Judgment be

entered against Defendant, Gabriel J. Hoover as follows:

a. Judgment of possession for the 2001 Kawasaki KLR650-A15
Motorcycle (Serial Number: JKAKLEA1X1A070793); or

b. In the alternative, Judgment in the amount of \$4,256.99
which is the amount presently due under the Motor Vehicle
Installment Contract, plus interest, reasonable attorney's fees,
costs; and

c. Such other and further relief as this Honorable Court
deems just and equitable.

GATES & SEAMAN

By


Andrew P. Gates, Esquire

Attorney for Plaintiff, CSB Bank

406449 4M

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>1000.00</u>
10.125 %	\$ 952.10	\$ 4326.94	\$ 5279.04	\$ 6279.04

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$109.98	8TH OF THE MONTH
	\$	Monthly, beginning JULY 8 2001

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

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

Filing Fees: \$

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment e means estimate refunds and penalties.

In this Contract
we are
the SELLER. CATALANO CYCLE CENTER INC 216 NORTH THIRD STREET
Name CLEARFIELD PA 16830
Address Zip Code

You are
the BUYER(S). GABRIEL J HOOVER 621 CENTER STREET
Name(s) CURWENSVILLE PA 16833
Address(es) Zip Code(s)

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

TRADE-IN:

You have traded in
the following vehicle:

N/A

Year and Make Description

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

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

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

By signing, you select Single Credit Life Insurance, What is your
which costs \$ _____ age? _____ YearsBy signing, you select Single Credit Accident &
Health Insurance, which costs \$ _____ age? _____ Years

Signature of Buyer to be insured for Single Credit Life Insurance

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

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

1. _____

1. _____ %

2. _____

2. _____ %

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

Insurer:

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

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
NEW	2001 KAWASAKI KLR650-A15	M/C				JKAKLEA1XIA070793

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

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



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

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

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

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

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

139/37

SELLER CATALANO CYCLE CENTER INC

Sharon Weisgarber

6-8-01
Date

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

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

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

BUYER X Gabriel J. Hoover (SEAL) 6-8-01
Date

BUYER _____ (SEAL) _____ Date

EXHIBIT "A"
2 pages

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

6. WAIVERS:

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

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

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

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

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

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

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

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

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

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

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

NOTICE OF PROPOSED CREDIT INSURANCE

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

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.
ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, _____ (Name) to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and

CERTIFICATE OF TITLE FOR A VEHICLE

8.809

011640014002389-001

JKAKLEA1XJA070293

2001

KAHASAKI

S-24-244903-HO

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MC

SD

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROO. DATE

ODOM. MILES
ODOOM. STATE

5/20/01

5/20/01

DATE PA TITLED

DATE OF ISSUE

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HRENKO INS AGCY INC
RT 350 S PO BOX 35
PHILIPSBURG, PA 16866



GABRIEL J HOOVER
160 SUSQUEHANNA AVE
CURWENSVILLE, PA 16833

NOV 28 2003

NOTICE OF CANCELLATION OR REFUSAL TO RENEW

We have not received your payment,
which was due by October 28, 2003

**IF WE DON'T RECEIVE YOUR PAYMENT, YOUR POLICY
WILL BE CANCELED AT 12:01 A.M. ON DECEMBER 26,
2003 BECAUSE YOU DID NOT PAY THE REQUIRED
PREMIUM.** To maintain continuous coverage, your payment
must be received or postmarked by 12:01 a.m. on December 26,
2003. If you have already sent your payment - thank you.

Remaining balance	\$254.50
Payments remaining	0
Minimum amount due	\$254.50
Due date	December 26, 2003

You can call Automated Billing Inquiry or check personal.progressive.com to make sure we received your payment.

Cancelled 12-26-03

Please read the important Legal Notice on the reverse side of this page.

Continued on back

Payment Coupon

Minimum amount due	\$254.50
Due date	December 26, 2003
Amount enclosed	\$

To maintain continuous coverage, your payment must be received or
postmarked by 12:01 a.m. on December 26, 2003.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PROGRESSIVE
PO BOX 7247-0311
PHILADELPHIA PA 19170-0001

Policy number: 41648899-0

Progressive Northern Insurance Company

November 25, 2003

Policy Period: Jul 28, 2003 - Jul 28, 2004

Page 1 of 2

personal.progressive.com

Make payments, check billing activity, make
policy changes or check status of a claim.

800-999-8781

Automated Billing Inquiry

Make payments, check last payment received
or due date of next payment.

814-342-5204

HRENKO INS AGCY INC

Contact your agent during business hours.

800-888-7764

Policy Services

Call when your agent is not available to
make policy changes 24 hours a day,
7 days a week. **Se habla español.**

*You can make immediate
payments by using a credit card or
authorizing a withdrawal from
your checking account. Simply go
to personal.progressive.com or
call us at 800-888-7764. Have
your account number ready and
your payment will be credited
immediately.*

Policy number: 41648899-0

Policyholder: GABRIEL J HOOVER

For immediate payment - to authorize
a withdrawal from your checking account
or make a credit card payment - go to
personal.progressive.com or call
800-888-7764.

If you pay by check, please allow 5 to 7
days for your payment to reach us by the
due date.

Do not write below this section of coupon.

00-56780

Form 6268 PA (11/00)

Cancel Notice

EXHIBIT "C" - 2 pages

031141648899037052 0025450 0025450 0000000 0000000 008707280304

Legal Notice

YOU HAVE THE RIGHT TO REQUEST THAT THE PENNSYLVANIA INSURANCE COMMISSIONER REVIEW THIS CANCELLATION. YOU MAY MAKE THIS REQUEST BY SIGNING BELOW AND SENDING A COPY OF THIS FORM WITHIN 10 DAYS OF RECEIPT OF THE CANCELLATION NOTICE TO THE PENNSYLVANIA INSURANCE COMMISSIONER AT ONE OF THESE OFFICES:

PA Insurance Commissioner - Reviews

Room 1701
State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Tel.: (215) 560-2630

PA Insurance Commissioner - Reviews

Room 1321
Strawberry Square
Harristown State Office Building #1
Harrisburg, PA 17120
Tel.: (717) 787-2317

PA Insurance Commissioner - Reviews

Room 304
State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
Tel.: (412) 565-5020

PA Insurance Commissioner - Reviews

P.O. Box 6142
808 Renaissance Center
Erie, PA 16512
Tel.: (814) 871-4466

I REQUEST THAT THE PENNSYLVANIA INSURANCE COMMISSIONER REVIEW THE CANCELLATION OF THIS INSURANCE POLICY.

SIGNATURE OF INSURED

IF YOU HAVE TROUBLE GETTING NEW INSURANCE, YOU MAY BE ELIGIBLE FOR INSURANCE THROUGH THE PENNSYLVANIA AUTOMOBILE ASSIGNED RISK PLAN.

PATL500T 0017543 001 001 • 0000000000000000 301100015915



MODEL	T	S			Rough	Clean	Avg					
	Y	Pist.	T	C				P				
	P	Disp.	R	Y	D	Dry	Sugg	Trd-In	Trd-In	W/S	W/S	Retail
	E	CCs	C	K	L	S	Wt.	List	W/S	W/S		

2001 KAWASAKI (CONT)

ZX600E9 NINJA ZX-6	R	599	4	4	6	430	7199	3100	3460	4275
ZX600J2 NINJA ZX-6R	R	599	4	4	6	377	8099	3500	3900	4820
KAF620E1 MULE 3010 4X4	UTL	617	4	2	A	1278	8799	4095	4565	5515
KAF620F1 MULE 3020	UTL	617	4	2	A	1193	7499	3455	3850	4655
KAF620G1 MULE 3000	UTL	617	4	2	A	1200	7499	3455	3850	4655
KL650A15 KLR 650	RT	651	4	1	5	337	4999	2260	2515	3060
EJ650A3 W650	R	676	4	2	5	434	6599	2810	3130	3850
ZR750H1 ZR-7S	R	738	4	4	5	463	5999	2590	2885	3575
ZX750P6 NINJA ZX-7R	R	748	4	4	6	448	9299	4135	4610	5685
VN750A17 VULCAN	R	749	4	2	5	483	6099	2635	2940	3635
VN800A7 VULCAN	R	805	4	2	5	496	6299	2735	3045	3765
VN800B6 VULCAN CLASSIC	R	805	4	2	5	516	6999	3050	3400	4200
VN800E1 VULCAN DRIFTER	R	805	4	2	5	547	7499	3315	3695	4555
ZX900E2 NINJA ZX-9R	R	899	4	4	6	404	10199	4510	5025	6175
KAF950A2 MULE 2510 DSL	UTL	953	4	3	A	1397	9799	4610	5140	6210
ZG1000A16 CONCOURS	R	997	4	4	6	595	8199	3635	4050	5000
ZX1100D9 NINJA ZX-11	R	1052	4	4	6	514	10199	4510	5025	6175
ZR1200A1 ZRX1200R	R	1164	4	4	5	492	7899	3455	3850	4760
ZG1200B15 VOYAGER XII	R	1196	4	4	5	728	12299	5515	6150	7560
ZX1200A2 NINJA ZX-12R	R	1199	4	4	6	463	11999	5320	5930	7285
VN1500E4 VULCAN CLASSIC	R	1470	4	2	5	644	9999	4515	5030	6190
VN1500G3 VULCAN NOMAD	R	1470	4	2	5	732	12299	5640	6290	7735
VN1500L2 VULCAN NOMAD Fi	R	1470	4	2	5	739	12999	5970	6650	8180
VN1500N2 VULCAN CLSSC Fi	R	1470	4	2	5	659	10799	4940	5505	6775
VN1500R1 VULCAN DRIFTER	R	1470	4	2	5	670	11799	5405	6025	7410

- 2000 -

- 2000 -

KX60B16	MX	60	2	1	6	111	2249	740	860	1075
KX65A1	MX	65	2	1	6	120	2799	910	1055	1335
KX80W3	MX	82	2	1	6	143	3049	990	1150	1450
KE100B19	RT	99	2	1	5	187	1999	625	725	875
KX100C3	MX	99	2	1	6	150	3349	1085	1265	1595
KX125L2	MX	124	2	1	6	192	4849	1560	1815	2305
KDX200H6	E	198	2	1	6	223	3999	1330	1550	1880
KLF220A13 BAYOU	4-W	215	4	1	5	403	3299	1245	1445	1735
KDX220A7	E	216	2	1	6	227	4349	1465	1705	2065
EX250F14 NINJA 250R	R	248	4	2	6	304	2999	975	1135	1465
KL250D17 KLR 250	RT	249	4	1	6	258	4099	1280	1490	1795
KL250G4 SUPER SHERPA	RT	249	4	1	6	249	3999	1250	1450	1750

2000 KAWASAKI

KSF250A14 MOJAVE
KX250L2
KAF300C4 MULE 550
KAF300D1 MULE 520
KEF300A6 LAKOTA
KLF300B13 BAYOU
KLF300C12 BAYOU 4X4
KVF300A2 PRAIRIE 4X4
KVF300B2 PRAIRIE
KLX300A5
KVF400C2 PRAIRIE 4X4
KVF400D2 PRAIRIE
EN500C5 VULCAN LTD
EX500D7 NINJA 500R
KX500E12
ZX600E8 NINJA ZX-6
ZX600J1 NINJA ZX-6R
KAF620A6 MULE 2510 4X4
KAF620B6 MULE 2520 TURF
KAF620C6 MULE 2500
KL650A14 KLR 650
EJ650A2 W650
ZR750F2 ZR-7
ZX750P5 NINJA ZX-7R
VN750A16 VULCAN

VN800A6 VULCAN
VN800B5 VULCAN CLASSIC
VN800C2 VULCAN DRIFTER
ZX900E1 NINJA ZX-9R
KAF950A1 MULE 2510 DSL
ZG1000A15 CONCOURS
ZR1100C4 ZRX1100
ZX1100D8 NINJA ZX-11
ZG1200B14 VOYAGER XII
ZX1200A1 NINJA ZX-12R
VN1500E3 VULCAN CLASSIC
VN1500G2A VULCAN NOMAD
VN1500J2 VULCAN DRIFTER

V E R I F I C A T I O N

I, MICHAEL A. MATTEN, Senior Vice President and Senior Lending Officer of CSB Bank, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



MICHAEL A. Matten,
Senior Vice President
and Senior Lending Officer
CSB BANK

Date: 1-23-04

V E R I F I C A T I O N

I, MICHAEL A. MATTEN, Senior Vice President and Senior Lending Officer of CSB Bank, verify that the statements made in the foregoing Petition are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



MICHAEL A. Matten,
Senior Vice President
and Senior Lending Officer
CSB BANK

Date: 1-23-04

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
No. 04-
IN REPLEVIN - CD

CSB BANK, Plaintiff

-VS-

GABRIEL J. HOOVER, Defendant

PETITION FOR ORAL
EXAMINATION OF DEFENDANT
UNDER Pa.R.C.P. §1081

FILED 1CC
O/3/1884 At Gates

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

CSB BANK

VS.

HOOVER, GABRIEL J.

Sheriff Docket #

15131

04-113-CD

COMPLAINT IN REPLEVIN;PETITION FOR ORAL EXAMINATION

SHERIFF RETURNS

NOW FEBRUARY 5, 2004 AT 10:08 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN; PETITION FOR ORAL EXAMINATION OF DEFENDANT AND RULE ON GABRIEL J. HOOVER, DEFENDANT AT RESIDENCE, 140 SUSQUEHANNA AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GABRIEL J. HOOVER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, PETITION & RULE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 33727
10.00	SURCHARGE PAID BY: ATTY CK# 33728

Sworn to Before Me This

So Answers,

9 Day Of February 2004
William A. Shaw

Chester A. Hawkins
by *Marilyn Hanner*
Chester A. Hawkins
Sheriff

FILED
O 354
FEB 06 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW

CSB BANK, Plaintiff : No. 04-113-CD
vs. : In Replevin
GABRIEL J. HOOVER, :
Defendant :
:

MOTION FOR ENTRY OF DEFAULT JUDGMENT

NOW COMES, CSB BANK, by its Solicitors, GATES & SEAMAN, and moves this Honorable Court to enter a Default Judgment in Replevin as this Court is authorized to do under PA R.C.P. § 1037(c) and in support thereof states the following:

1. Plaintiff's Complaint in Replevin was filed with the Prothonotary of Clearfield County, Pennsylvania on January 23, 2004.

2. Thereafter, Defendant, Gabriel J. Hoover, was served a certified copy of Plaintiff's Complaint In Replevin on February 5, 2004 by the Clearfield County Sheriff's Office, which service is further evidenced by Sheriff's Return appearing of record, a copy of which is attached hereto and made a part hereof as Exhibit "A".

3. Since Defendant, Gabriel J. Hoover, did not file a responsive pleading to Plaintiff's Complaint in Replevin within twenty days of being served therewith, Plaintiff's Counsel sent by regular U. S. mail, postage prepaid, on February 26, 2004, the mandatory notice of Plaintiff's intent to have default judgment entered unless Defendant took appropriate

FILED

MAR 09 2004

W. A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

1 C.R. NO. 4/1998 w/ order to ~~RE~~

4. Notice to DEF.

action within ten days as provided for pursuant to PA. R.C.P. § 237.1(a)(2). Attached hereto and made a part hereof, collectively, as Exhibit "B" is a copy of the Notice mailed to the Defendant and the original Postal Service Form 3817 evidencing said mailing.

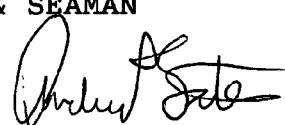
4. Despite being served a certified copy of the Complaint In Replevin on February 5, 2004 and being served the notice of intention to take default judgment on February 26, 2004, Defendant Gabriel J. Hoover has failed to file an Answer or any other responsive pleading to Plaintiff's Complaint.

5. Defendant, Gabriel J. Hoover, voluntarily surrendered possession of the subject 2001 Kawasaki Motorcycle to agents of Plaintiff, CSB Bank, on Wednesday, March 3, 2004.

6. Since Plaintiff, CSB Bank, is now in possession of the 2001 Kawasaki Motorcycle which is the subject of the above captioned replevin action, it is appropriate, pursuant to PA. R.C.P. § 1084, for judgment to be entered in favor of Plaintiff, CSB Bank, and against Defendant, Gabriel J. Hoover, ratifying that Plaintiff, CSB Bank, is entitled to retain possession of said 2001 Kawasaki Motorcycle as well as to dispose of the same in accordance with existing law.

WHEREFORE, Plaintiff, CSB Bank prays that this Honorable Court enter judgment determining Plaintiff's right to retain possession of said 2001 Kawasaki Motorcycle and to hereafter dispose of the same in accordance with existing law.

GATES & SEAMAN
By:



Andrew P. Gates, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

CSB BANK

VS.

HOOVER, GABRIEL J.

COMPLAINT IN REPLEVIN; PETITION FOR ORAL EXAMINATION

Sheriff Docket # 15131

04-113-CD

CCP

SHERIFF RETURNS

NOW FEBRUARY 5, 2004 AT 10:08 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN; PETITION FOR ORAL EXAMINATION OF DEFENDANT AND RULE ON GABRIEL J. HOOVER, DEFENDANT AT RESIDENCE, 140 SUSQUEHANNA AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GABRIEL J. HOOVER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, PETITION & RULE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 33727
10.00	SURCHARGE PAID BY: ATTY CK# 33728

Sworn to Before Me This

So Answers,

____ Day Of _____ 2004



Chester A. Hawkins
Sheriff

EXHIBIT "A"

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

CSB BANK, Plaintiff : No. 04 - 113 - CD
-vs- : IN MORTGAGE FORECLOSURE
GABRIEL J. HOOVER, Defendant :

TO: Gabriel J. Hoover
160 Susquehanna Avenue
Curwensville, Pennsylvania 16833

DATE OF NOTICE: February 26, 2004

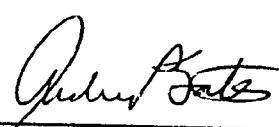
IMPORTANT NOTICE

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

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

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

David S. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641


Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

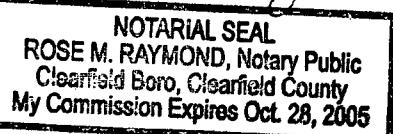
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
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One piece of ordinary mail addressed to: <u>Gabriel J. Hoover</u> <u>160 Susquehanna Avenue</u> <u>Curwensville, Pennsylvania 16833</u>			
 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="flex: 1; text-align: right;"> CLEARFIELD PA FEB 10 2001 16830 </div> <div style="flex: 1; text-align: left;"> 16830 16830 16830 16830 </div> </div>			
F6 Form 3817, January 2001			

COMMONWEALTH OF PENNSYLVANIA : : ss:
COUNTY OF CLEARFIELD : :

ANDREW P. GATES, ESQUIRE, Assistant Solicitor for CSB
Bank, being duly sworn according to law, deposes and says that
he is authorized to make this Verification and that the facts
set forth in the foregoing Motion are true and correct to the
best of his knowledge, information and belief.



Sworn to and subscribed
before me this 9th day
of March, 2004.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW

CSB BANK, Plaintiff :
vs. : No. 04-113-CD
GABRIEL J. HOOVER, : In Replevin
Defendant :
:

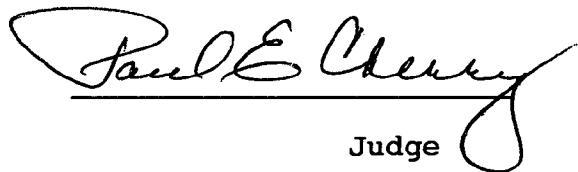
ORDER

NOW THIS 9th day of March, 2004, the Court having read and considered Plaintiff, CSB Bank's Motion for Default Judgment, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

(a) CSB Bank is entitled to retain possession of the 2001 Kawasaki KLR650-A15 Motorcycle (Serial Number JKAKLEA1X1A070793); and

(b) Plaintiff, CSB Bank, may otherwise dispose of said 2001 Kawasaki Motorcycle in accordance with existing law.

BY THE COURT:



Paul E. Cherry
Judge

FILED

MAR 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW
No. 04-113-CD
IN REPLEVIN

CSB BANK, Plaintiff

vs.

GABRIEL J. HOOVER, Defendant

MOTION FOR ENTRY OF DEFAULT
JUDGMENT and ORDER

LAW OFFICES
GATES & SEAMAN

2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

MAR 6
Wm. B.
Prothonotary

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

CSB BANK, Plaintiff

No. 04-113-CD

IN REPLEVIN

vs

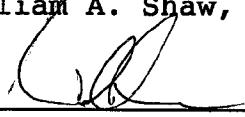
GABRIEL J. HOOVER,

Defendant

TO: Gabriel J. Hoover
160 Susquehanna Avenue
Curwensville, PA 16833

Notice is given that a JUDGMENT IN REPLEVIN in the above captioned matter has been entered against you for Plaintiff, CSB Bank, to retain possession of the 2001 Kawasaki motorcycle.

William A. Shaw, Prothonotary

By 

Deputy