

2004-570-CD
NATIONAL CITY BANK

VS

CONNIE J. WARNICK
ET AL.

National City Bank vs Connie Warnick et al
2004-570-CD

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

NATIONAL CITY BANK

Plaintiff

No. 04-570-CJ

vs.

COMPLAINT IN CIVIL ACTION

CONNIE J. WARNICK AND
ROBERT M. WARNICK

Defendants

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#03126397

FILED

APR 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No.

CONNIE J. WARNICK AND
ROBERT M. WARNICK

Defendants

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

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 NOTE.

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

COMPLAINT

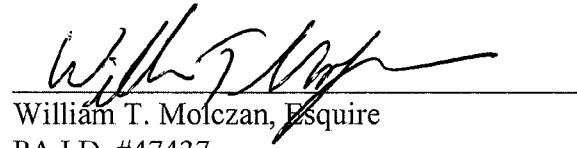
1. Plaintiff is a corporation having offices in 6750 Miller Road, Brecksville, OH 44141-0000.
2. Defendants are adult individuals residing at 140 East Maloney Road, Du Bois, PA 15801.
3. On or about January 28, 2000, Defendants duly executed a Security Agreement (hereinafter the "Agreement") in favor of Plaintiff, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Agreement, Defendants took possession of the vehicle more particularly identified in the Agreement as a 1999 Dodge 3500.
5. Pursuant to the terms and conditions provided by the Agreement, the Agreement was assigned from Stoltz of Du Bois to Plaintiff.
6. Plaintiff avers that Defendants is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$ 7,850.00 is due from Defendants as of March 17, 2004.
8. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 9.04% per annum.

9. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Connie J. Warnick and Robert M. Warnick, jointly and severally, in the amount of \$ 7,850.00 with continuing interest thereon at the Contract rate of 9.04% per annum from March 17, 2004 and costs.

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

WELTMAN, WEINBERG & 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#:03126397

National City

FIXED RATE SIMPLE INTEREST

NOTE AND SECURITY AGREEMENT - DEALER INTERMEDIARY

(1) DEBTOR(S) **CONNIE J. WARNICK**
ROBERT M. WARNICK
 Address **216 FAIRVIEW AVE.**
 City **DUBOIS**
 State **PA 15801**

(2) SELLER **STOLTZ OF DUBOIS**
 Address **Rt. 219 S., RDT BOX 106**
 City **DUBOIS**
 State **PA 15801**

(Not Reversed) 46-5732979823

(3) Commitment to Extend Credit to Debtor(s)

NATIONAL CITY BANK OF PENNSYLVANIA, Pittsburgh, Pennsylvania 15278 ("Bank"), has agreed to extend credit to Debtor(s) subject to the provisions of Section 322 of the Pennsylvania Banking Code. Seller is acting as an intermediary for this loan but is not a party to this Agreement.

(4) Terms of Repayment

I, Debtor, promise to pay to the order of Bank, the principal sum of **TWENTY THREE THOUSAND SIX HUNDRED AND SEVENTY AND 77/100** Dollars, together with interest on the principal sum outstanding from time to time at the rate of **8.95** percent per annum. The principal sum hereof, together with interest thereon, is payable in **60** consecutive installments of **FOUR HUNDRED AND NINETY AND 74/100** Dollars

(**\$490.74**) each, commencing on the **27th** day of **FEBRUARY** **19 00** and continuing on the same day of each month thereafter, until paid.

(5) Description of Goods or Real Estate Securing Payment ("Property") **1999 DODGE 3500 SLT**

YEAR, MAKE, MODEL	NEW OR USED	MFTR'S SERIAL NUMBER
1999 DODGE 3500 SLT	USED	2B5WB3522XK558527

Disclosure Statement

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
9.04 %	\$ 5823.63	\$ 23620.77	\$ 29444.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	490.74	Monthly Beginning: 02/27/00
	N/A	

Insurance: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign below, agreeing to pay the additional cost.

TYPE	TERM	PREMIUM
<input checked="" type="checkbox"/> Credit Life (Insured Only) XX	First 60 Mos	\$ 701.66
<input type="checkbox"/> Credit Life (Insured /Joint Insured)	First N/A Mos	\$ N/A
<input type="checkbox"/> Credit Disability (Insured Only) XX	First 60 Mos	\$ 1266.11
<input type="checkbox"/> Credit Disability (Insured/Joint Insured)	First N/A Mos	\$ N/A

I desire the insurance indicated above.

Connie J. Warnick

Signature of Insured

Signature of Joint Insured

You may obtain property insurance from anyone you want that is acceptable to Bank.

Security: I am giving a security interest in the Property, any deposit accounts with Bank and Bank's affiliates, in any unearned premiums on extended warranty financed and:

1999 DODGE 3500 SLT

In any case, collateral securing other loans with Bank may also secure this loan.

Filing fees (Fees to Public Officials): \$ **5.00**

Late Charge: If a payment is more than 15 days late, I will be charged 10% of the payment then due or \$20, whichever is greater.

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

Assumption: Someone buying the Property securing this loan cannot assume the remainder of the loan on the original terms.

"-e" - means estimate. "n/a" - means not applicable.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of the Amount Financed:

\$ 23620.77	Amount Financed	\$ 19464.00	Creditor STOLTZ OF DUBOIS
\$ N/A	Amount given to me directly	\$ N/A	Creditor
\$ N/A	Amount paid on my account	\$ 925.00	Creditor EXTENDED SERVICE CONTRACT
		N/A	
Amount paid to others on my behalf:			
\$ 1301.50	Fees to Public Officials	\$ N/A	Creditor
\$ 22.50	Title Examination Fee	\$ N/A	Creditor
\$ N/A	Appraisal	\$ 20289.00	Total
\$ 1967.77	Optional Credit Insurance		
\$ 20289.00	* Total Paid Creditor(s)	\$ 50.00	Repaid Finance Charge (Processing Fee)
\$ N/A	Property Report		
\$ 40.00	Other (describe)		DOCUMENTATION & MESSENGER FEES

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 to Creditor
 You are being asked to guarantee this debt by signing below. Thank you, before you do, if the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the creditor does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

The undersigned acknowledges receipt of this Notice prior to becoming obligated.

Signature _____ Date _____ Signature _____ Date _____

(6) Copy Received
 I, intending to be legally bound, agree to all provisions of this Agreement, including the reverse side hereof, which is incorporated herein by reference, and acknowledge that I received a copy of this Agreement, together with a Disclosure Statement, with all applicable blanks completed before I signed below.

Type **CONNIE J. WARNICK** *Connie J. Warnick* (SEAL) **01/28/00**
 Date _____
 Type **ROBERT M. WARNICK** *Robert M. Warnick* (SEAL) **01/28/00**
 Date _____

GUARANTY AND SURETY AGREEMENT - WAIVER OF RIGHTS
 To induce Bank to make a loan to Debtor(s) and intending to be legally bound, I guarantee and become a surety for the prompt payment of the indebtedness evidenced by and arising under the above Agreement when such payment becomes due, and approve all the provisions of the above Agreement. My liability under this Agreement and Surety Agreement shall remain in effect until the indebtedness evidenced by this Agreement is fully paid or until Bank gives notice of a written demand that remains in effect for 30 days to change in basic terms of the Agreement without my consent. Surety shall not be liable for any increase in the amount of the debt or for any changes in the rate or method of computation of interest or for any other changes in basic terms of the Agreement, nor any other notice of any kind, and (2) Bank may proceed directly against me, whether or not Bank shall have first made any presentation or demand for payment to anyone and whether or not Bank proceeds against anyone else or against security (if any), and (4) I will not assert any defense, including the defense of collection and all defenses based on impairment of contractual or collateral security, to my direct and absolute obligation to pay the indebtedness evidenced by this Agreement when due to you, with interest accruing on the indebtedness evidenced by this Agreement, I acknowledge receiving a completed copy of the Agreement including the Disclosure and Surety Agreement.

Type or print name of Creditor _____ Signature of Creditor _____ Date _____
 Type or print name of Debtor _____ Signature of Debtor _____ Date _____
 Type or print name of Surety _____ Signature of Surety _____ Date _____

Exhibit "1"

LATE CHARGE; RETURNED INSTRUMENT CHARGE. If a portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, your failure to pay a late charge, the late charge will be the greater of 1% of the unpaid monthly payment or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25.

12 INSURANCE. You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and shall be responsible for maintaining VSI for the term of this Note as it is indicated in the Disclosure Statement. VSI will protect only our interests. You must obtain a single, comprehensive insurance policy which covers all risks not required and cannot be obtained from us. You agree to obtain primary insurance coverage from an insurer acceptable to us in the following types and amounts: (i) Property City listed as loss payee; the Property is other than real property, insurance must consist of both collision and comprehensive, with no more than \$1,000 deductible; (ii) If the Property is watercraft, insurance must additionally include water and weather conditions coverage with no more than \$1,000 deductible; (iii) If the Property is insurance must consist of fire, all risk, perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance premiums are to receive, for an amount at least equal to the outstanding indebtedness of this Note (or the replacement cost of the Property, whichever is less). All insurance premiums are to receive, (including a refund of premium), may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen, or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverage at our expense, which we believe are necessary, to protect our interests in the Property. You agree to pay the expense of such insurance, on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase, a return of your insurance to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us, our heirs, and our successors, all rights and interests in and to the Note or our interest in the Property. You must promptly provide us with evidence of required insurance upon our request, and we may require you to provide us with a copy of your insurance policy within 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: P.O. Box 19598, Cleveland, OH 44110-0351. You irrevocably authorize us as your agent and on your behalf to negotiate, settle and release any claim against your insurance or under any other insurance policy you may have in respect of any damage to the Property, and to receive and sign all related papers and documents on your behalf including checks, drafts, and other items payable to you. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODY, INJURY, OR PROPERTY DAMAGE TO OTHERS.** THIS LENDER IS NOT RESPONSIBLE FOR

PREPAYMENT You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note, you agree to pay a voluntary prepayment charge. This voluntary prepayment charge will be equal to the greater of 2% of the principal balance at the time of prepayment or the amount of the portion of the processing fee described in Section 5. If the Property is real property you will only be charged this prepayment charge during the first 60 months of this Note. We will deduct the entire balance owing under this Note due to you on the day you voluntarily prepay this Note. This voluntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we decide.

11. SECURITY AGREEMENT. To the extent permitted by law you grant us a security interest in the following property to secure performance of your obligations under this Note and under any other agreement with us or our affiliates (except for the Property, if it is a principal residence): (a) the Property (including fixtures, fittings, accessories and personal property which is an accession of the Property); (b) we have a prior lien on your principal residence as security for your obligations under this Note only; (c) proceeds and unearned premiums of any Property insurance; (d) proceeds and unearned premiums of any Additional Product if purchased in full in this Note; (e) any individual retirement account; and (e) the products and proceeds of the foregoing. Our security interest will be a purchase-money security interest for the foregoing purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of the or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property.

11. PROPERTY MAINTENANCE AND USE. You will keep the Property licensed and registered at all times until this Loan ends. You must use and maintain the Property within 15 days of me. Note all your costs. If the Property is temporarily not used only as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard, You will promptly pay all fees, fines, tickets and costs related to the Loan and the Property, except our income, taxes. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or allow it to become a fixture without our prior written consent. If the Property is repossessed, You will have to repair and service it. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. You will not use, or permit others to use, the Property: (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the state where first titled or registered or from the location given in Section 6 or in your application if it is watercraft; for more than 30 days without our prior written consent; if we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and title documentation, if where permitted by law; (d) as a private or public charter; (e) for any business, commercial or agricultural purpose unless the Loan is a specialty loan for such purpose; or (f) unless they were listed on your Loan application as a driver, or we consent in writing.

11. ADDITIONAL PRODUCTS. In connection with this Loan, you may request Additional Products. If you purchased any Additional Products, their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. These Additional Products are not required to be under this Contract and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement. You may purchase these Additional Products (i) for any purpose, it is acceptable to us, (ii) you need to purchase Additional Products you agree that with respect to these Additional Products: (a) we are only granting, may accept, and did not directly or indirectly offer, sell or provide them to you; (b) they are subject to all limitations and conditions contained in their documentation; which you have read; (c) a copy of their documentation will be sent to you by Dealer as soon as practicable; and (d) you must obtain all insurance required by this Note. Dealer may be a reseller of any Additional Products purchased with this Note.

12. ADDITIONAL AGREEMENTS. You agree that (a) you may not sell, or assign this Note, the Property or any of its benefits or obligations without our

20 ADDITIONAL NOTICES. You acknowledge receipt of the following notices, before becoming obligated. For purposes of the immediate and following:

NOTICE TO COSIGNER

NOTICE TO CO-SIGNER: If you co-signed, either to guarantee the debt, think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay your share, and that you are willing to accept that responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees (for example, if the bank increases the interest rate). The bank can collect this debt from you without first trying to collect from the borrower. This bank will not collect from you in the same collection method as the bank can be used against the borrower, such as suing you, garnishing your wages (where permitted by law) etc. If this debt is used to collect from you, then that debt may become a part of your credit record. This notice is not the contract that makes your loan valid, it is just a notice.

...but makes you **forget** the debt.

The following Notice applies only to transactions governed by 18 C.F.R. 433.1 et seq.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH

THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE CREDIT CARD.

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

DEBTOR HEREUNDER: THE AMERICAN STAINLESS, INC.

IMPORTANT: READ BEFORE SIGNING. You do not have to sign this Note if the principal amount of this loan exceeds \$20,000. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING WILL BE ENFORCEABLE.

THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS, OR ORAL PROMISES, NOT CONTAINED IN THIS WRITTEN CONTRACT,

MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER

WITNESSED AND SIGNED THIS AGREEMENT ONLY BY ANOTHER

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 Christy L. Bell
(NAME)

Agency Specialist of National City, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Christy L. Bell
(SIGNATURE)

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK

VS.

WARNICK, CONNIE J. & ROBERT M.

COMPLAINT

Sheriff Docket # 15480

04-570-CD

SHERIFF RETURNS

NOW MAY 12, 2004 AT 11:16 AM SERVED THE WITHIN COMPLAINT ON CONNIE J. WARNICK, DEFENDANT AT RESIDENCE, 140 EAST MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CONNIE J. WARNICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

NOW MAY 12, 2004 AT 11:16 AM SERVED THE WITHIN COMPLAINT ON ROBERT M. WARNICK, DEFENDANT AT RESIDENCE, 140 EAST MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CONNIE J. WARNICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

Return Costs

Cost	Description
66.75	SHERIFF HAWKINS PAID BY: ATTY CK# 8129744
20.00	SURCHARGE PAID BY: ATTY CK# 8129745

Sworn to Before Me This

So Answers,

19 Day Of May 2004
William A. Shaw

Chester A. Hawkins
by Marly H. Ham
Chester A. Hawkins
Sheriff

FILED
02:02 PM
MAY 19 2004
WAS

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff No.04-570-CD

vs. STIPULATION OF THE PARTIES FOR
PAYMENT AND FOR THE ENTRY OF
JUDGMENT BY CONSENT

CONNIE J. WARNICK AND
ROBERT M. WARNICK

Defendants 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#03126397

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

FILED

JUN 14 2004

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-570-CD

CONNIE J. WARNICK AND
ROBERT M. WARNICK

Defendants

STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendants, Connie J. Warnick and Robert M. Warnick, above-named, in the amount of \$7,509.03 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendants admit indebtedness to Plaintiff in the amount of \$7,509.03 with continuing interest thereon at a rate of 6.00% per annum plus costs from May 14, 2004.
2. To secure the repayment of said indebtedness, Defendants agree that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendants, Connie J. Warnick and Robert M. Warnick, in the amount of \$7,509.03 plus continuing interest thereon at the rate of 6.00% per annum from May 14, 2004 and costs.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendants cause to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

- (a) \$225.00 due by May 25, 2004;
- (b) no less than \$225.00 per month due on the 25th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "National City Bank"

5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

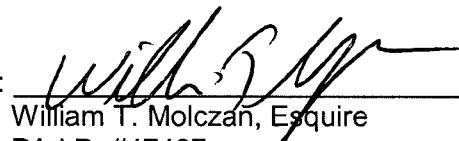
7. Time is of the essence of this agreement and should the Defendants fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. 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 Defendants in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 19th day of May,
2004.

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

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

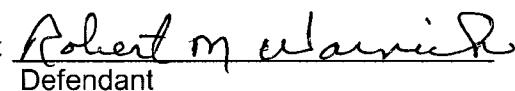
By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03126397

Connie J. Warnick

By: 
Defendant

Robert M. Warnick

By: 
Defendant

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-570-CD

CONNIE J. WARNICK AND
ROBERT M. WARNICK

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 _____

Assumpsit Judgment in the amount
of \$7,509.03 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.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

Robert M. Warnick
140 E. Maloney Road
Dubois, PA 15801

By: _____
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-570-CD

CONNIE J. WARNICK AND
ROBERT M. WARNICK

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

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Order or Judgment was entered against you
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Assumpsit Judgment in the amount
of \$7,509.03 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.

Entry of Judgment of
 Court Order
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Prothonotary

Connie J. Warnick
140 E. Maloney Road
Dubois, PA 15801

By: _____
PROTHONOTARY (OR DEPUTY)

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

National City Bank
Plaintiff(s)

No.: 2004-00570-CD

Real Debt: \$7,509.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Connie J. Warnick
Robert M. Warnick
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: June 14, 2004

Expires: June 14, 2009

Certified from the record this 14th day of June, 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

NATIONAL CITY BANK ,

Plaintiff No. 04-570-CD

vs. PRAECIPE FOR SATISFACTION OF
JUDGMENT

CONNIE J WARNICK AND
ROBERT M WARNICK,

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR# 03126397

FILED ⁶⁴
MAY 10 2005 Amy pd. 7.00
MAY 04 2005
William A. Shaw
Prothonotary/Clerk of Courts
Cert. of Sat.
to Amy

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

NATIONAL CITY BANK ,

Plaintiff

vs.

Civil Action No. 04-570-CD

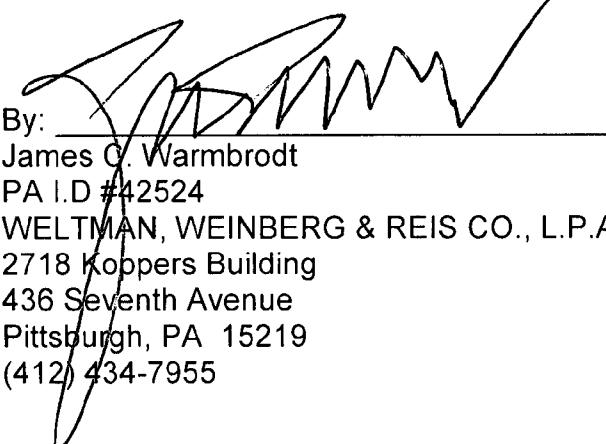
CONNIE J WARNICK AND
ROBERT M WARNICK,

Defendant

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned
Judgment.

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

By: 

James C. Warmbrodt

PA I.D #42524

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

2718 Koppers Building

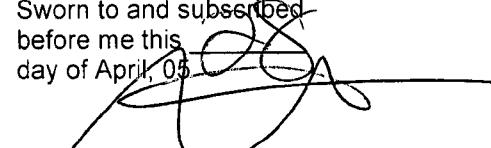
436 Seventh Avenue

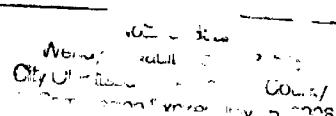
Pittsburgh, PA 15219

(412) 434-7955

WWR # 03126397

Sworn to and subscribed
before me this
day of April, 05


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Copy

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2004-00570-CD

National City Bank

Debt: \$7,509.03

Vs.

Atty's Comm.:

Connie J. Warnick
Robert M. Warnick

Interest From:

Cost: \$7.00

NOW, Wednesday, May 04, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 4th day of May, A.D. 2005.

Prothonotary