

Roswell Prop vs John Quick et al
2004-778-CD

04-778-CD
FIFTH THIRD BANK vs. JOHN E. QUICK, et al.

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

COMPLAINT IN CIVIL ACTION

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#03282598

FILED

JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

July 29, 2004 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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

FIFTH THIRD BANK

Plaintiff

No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

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 NO FEE

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

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnati, OH 45263-0781.
2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.
3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.
4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of \$262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.
6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

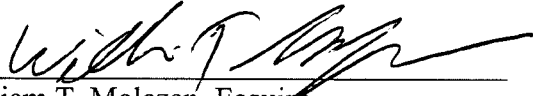
11. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of \$ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of \$1,000.00 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.

A handwritten signature in black ink, appearing to read 'William T. Molczan', written over a horizontal line.

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#03282598

THIS LEASE AGREEMENT ("Lease") is between the Lessee(s) ("Lessee") and the Lessor ("Lessor") who is identified on the other side hereof.

Lessor agrees to purchase and to lease to Lessee and Lessee agrees to lease from Lessor and to pay according to the terms and conditions below and on the other side hereof, the Motor Vehicle: the "Vehicle", described on the other side hereof.

(1) A policy of public liability and property damage insurance, protecting the interests of Lessor, Lessee and drivers with limits of not less than \$100,000 for injury to or death of any one person, \$300,000 for all persons injured or killed in the same accident and not less than \$50,000 for damage, destruction or loss of use of property of other persons as a result of any fire.

b) Lessee agrees, at Lessor's expense and prior to delivery of the Vehicle, to procure, and furnish to Lessor's satisfaction written evidence of, and to maintain in force until the Vehicle is returned to Lessor, insurance with additional limited coverage and a "Basis." Except as provided in paragraph 11, the proceeds of any insurance provided by Lessor on account of the Vehicle shall be paid to Lessor, and any amount not so paid shall be paid to Lessee.

Lessor shall immediately reimburse Lessee this amount lessor at 5% of the payment or \$15.00 for leases originated in Indiana). If Lessor pays any amount required to be paid hereunder by Lessee, Lessee shall pay interest thereon at the maximum rate permitted by law. A fee of \$35.00 (\$20.00 in Indiana and Tennessee and \$15.00 in Missouri and West Virginia) may be assessed if Lessor does not so remit. Lessee shall pay interest thereon at the maximum rate permitted by law. Money loaned to Lessor on this Lease is intended to be used for business purposes and will bear interest at the prime rate plus one percent per annum as determined by First National Bank of Chicago.

(c) to accept, sign and pay for annual registration and licensing of the Vehicle in the Lessor's name;

(g) to pay all expenses incurred and in connection with the immobilization, impoundment, forfeiture or release of the Vehicle; and

A. DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whenever or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost items include, but not be limited to, the cost necessary to:

(5) Repair the following:

- (1) Measure the remaining tread at its shallowest point.
- (2) Replace any tire which is not part of a matching set of four tires of equal quality or of the type originally provided by the manufacturer of the vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.
- (3) Replace any tire which is not part of a matching set of four tires of equal quality or of the type originally provided by the manufacturer of the vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

Gas damage terminating breaks: cracks, stone bruises, astro damage, discoloration or pits to any whitewash windshield, mirror, lamp, lights, or headlights.

[illegible]

15. Lessee's obligation to make any monthly payment on the due date of the lease, however, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's right to enforce this obligation.

15. Surety, guaranty, indemnity, or governmental process against Lessee or against the Vehicle;

19. Lessor shall not be liable for any damage to, or loss of, the vehicle, whether total or in part, as reasonably determined by Lessor.

an item made for Lessor and Lessor's right to use the vehicle and require Lessor to deliver to the lessee the vehicle may be found in the following passage: "Lessor shall have custody of any thing found in the vehicle and dispose of same as it may see fit."

3. Explain the security concept and why it is necessary. Address the following questions under the heading of this lecture:

4. A state or federal law that has been enacted to protect the public interest.
5. A state or federal law that has been enacted to protect the public interest.
6. A state or federal law that has been enacted to protect the public interest.

[illegible]

[Faint handwritten notes at bottom of page]

[illegible]

SUBSTANTIAL DAMAGE TO VEHICLE. If the Vehicle is all "Slightly Damaged," it will be considered as "Substantially Damaged." The following are examples of damage which would constitute "Substantial Damage":

[illegible]

RETURN OF VEHICLE AND CONDITION. At the end of the term of the Lease, the Lessee shall deliver the Vehicle to such place as the Lessor shall specify. Lessee shall return the Vehicle in good condition, as soon as possible, and in such condition that it is ready, equipped and insured for immediate use. The Lessee shall be responsible for any damage to the Vehicle, including damage to the interior, exterior, engine, transmission, tires, wheels, suspension, steering, brakes, lights, and other equipment, which is caused by the Lessee or any person using the Vehicle, and for any loss of or damage to the Vehicle, including theft, during the term of the Lease. The Lessee shall be responsible for any damage to the Vehicle, including damage to the interior, exterior, engine, transmission, tires, wheels, suspension, steering, brakes, lights, and other equipment, which is caused by the Lessee or any person using the Vehicle, and for any loss of or damage to the Vehicle, including theft, during the term of the Lease.

1. Failure by Lessee to make any monthly payment on its due date. 2. Failure by Lessee to make any payment when due.

4. Providing or maintaining information is a duty arising out of contract, and the duty to provide or maintain information is a duty arising out of contract.

10. For each of the following, determine whether the statement is true or false. If the statement is true, provide a brief explanation. If the statement is false, provide a counterexample.

"I'm not a doctor, but I can tell you that if you're not taking your medicine, you're not going to get better."

[illegible][illegible]

8. Any amount received by lessor from a resale, proceeds of sale of salvage, or the sale or release of the vehicle, shall be paid to the lessee. The lessee shall be deemed to have agreed to accept the vehicle as it is, without warranty, and shall not be entitled to any refund or credit for any amount paid by lessor to purchase the vehicle prior to the end of the lease term.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it sets out the President's policy for the new year. The President, Abraham Lincoln, writes that he has no intention of interfering with the rights of the States, but that he will maintain the Union. He also mentions the recent election of secessionist Southern States to Congress, and expresses his disappointment. The letter is signed by Abraham Lincoln.

12534-21

1.1. SUBSTANTIAL DAMAGE TO VEHICLE: If the vehicle is substantially damaged, the insured shall have the right to cancel the policy and receive a refund of the unearned portion of the premium. The insured shall be entitled to a refund of the unearned portion of the premium if the vehicle is substantially damaged. The insured shall be entitled to a refund of the unearned portion of the premium if the vehicle is substantially damaged.

any person who has been convicted of a crime involving the use of a firearm, shall be prohibited from the possession of a firearm. This prohibition shall apply to any person who has been convicted of a crime involving the use of a firearm, regardless of whether the conviction was a felony or a misdemeanor. This prohibition shall also apply to any person who has been convicted of a crime involving the use of a firearm, regardless of whether the conviction was a felony or a misdemeanor. This prohibition shall also apply to any person who has been convicted of a crime involving the use of a firearm, regardless of whether the conviction was a felony or a misdemeanor.

Lessee and Lessor agree that this Lease will be treated as a true Lease for Federal income Tax purposes and each to have Lessor receive the benefits of ownership. Lessee will not transfer, sublease, assign, lease, license, or otherwise dispose of the Leasehold interest in the Property to any third party without the prior written consent of Lessor. Lessor has no right to assign this Lease.

SECURITY INTEREST *Leases for the use of property, such as a building, which are subject to a security interest.*

(The following information was obtained from the records of the Department of Social Services, State of New York, Office of the Commissioner of Social Services, dated 10/1/78.)

NOTICE OF THE LESSOR'S OBLIGATION TO SIGN THE LESSEE'S APPLICATION FOR FINANCING

THE LESSOR'S OBLIGATION TO SIGN THE LESSEE'S APPLICATION FOR FINANCING IS A CONDITION OF THE LESSEE'S OBLIGATION TO SIGN THE LESSEE'S APPLICATION FOR FINANCING. THE LESSOR'S OBLIGATION TO SIGN THE LESSEE'S APPLICATION FOR FINANCING IS A CONDITION OF THE LESSEE'S OBLIGATION TO SIGN THE LESSEE'S APPLICATION FOR FINANCING.

any other way. The court said that the defendant's failure to disclose the existence of the lease was a material omission, and that the defendant's failure to disclose the existence of the lease was a material omission, and that the defendant's failure to disclose the existence of the lease was a material omission.

...SECURITY DEPOSIT. The security deposit is a sum of money that the tenant must pay to the landlord at the beginning of the lease. The security deposit is used to protect the landlord from damage to the property or from the tenant's failure to pay rent. The security deposit is usually equal to one month's rent. The security deposit is held by the landlord until the end of the lease. If the tenant has caused damage to the property or has failed to pay rent, the landlord can use the security deposit to pay for the damage or the rent. If the tenant has not caused damage and has paid the rent, the landlord must return the security deposit to the tenant at the end of the lease.

of the study was to determine the relationship between the actual number of people who were interviewed and the number of people who were contacted by the interviewer.

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY THE ADDITIONAL PROVISIONS SET FORTH ON THE
 ADDITION PAGE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

[illegible]

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 Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) **S. DOOLEY, ASSY. CASHIER**

WWR# _____

5/3 Account No. 52337043000018

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD BANK

VS.

QUICK, JOHN E. & ANDREA F.

COMPLAINT

Sheriff Docket # 15694

04-778-CD

SHERIFF RETURNS

NOW JULY 7, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JOHN E. QUICK and ANDREA F. QUICK, DEFENDANTS. ONLY HOME IN THE EVENINGS.

Return Costs

Cost	Description
46.00	SHERIFF HAWKINS PAID BY: ATTY CK# 8132093
20.00	SURCHARGE PAID BY: ATTY CK# 8132094

Sworn to Before Me This

7 Day Of July 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

JUL 07 2004

0/31.00/1ms
William A. Shaw
Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CJ

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

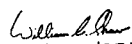
COUNSEL OF RECORD OF
THIS PARTY:

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#03282598

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 01 2004

Attest.


Prothonotary/
Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

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 NO FEE

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

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnati, OH 45263-0781.
2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.
3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.
4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of \$262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.
6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

11. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of \$ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of \$1,000.00 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.

A handwritten signature in black ink, appearing to read 'William T. Molczan', is written over a horizontal line.

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#03282598

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 Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) S. DOOLEY, ASSY. CASHIER

WWR# _____

5/3 Account No. 52337043000018

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

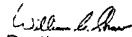
COUNSEL OF RECORD OF
THIS PARTY:

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#03282598

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 01 2004

Attest.


Prothonotary/
Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

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 NO FEE

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

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnati, OH 45263-0781.
2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.
3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.
4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of \$262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.
6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

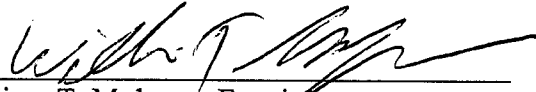
11. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of \$ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of \$1,000.00 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.

A handwritten signature in black ink, appearing to read 'William T. Molczan', is written over a horizontal line.

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#03282598

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 Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) S. DOOLEY, ASSY. CASHIER

WWR# _____

5/3 Account No. 52337043000018

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

PRAECIPE TO REINSTATE COMPLAINT

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#03282598

82
FILED *Atty pd. 7.00*
7/31/04
JUL 29 2004 *2 Compl. to Shff*
No CC
Prothonotary Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778-CD

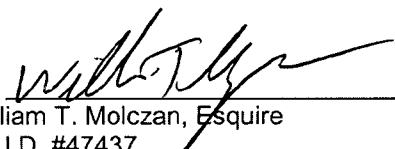
JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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 #03282598

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD BANK

VS.

QUICK, JOHN E. & ANDREA F.

COMPLAINT

Sheriff Docket #

15694

04-778-CD

SHERIFF RETURNS

NOW AUGUST 26, 2004 AT 7:45 PM SERVED THE WITHIN COMPLAINT ON ANDREA F. QUICK, DEFENDANT AT RESIDENCE, 109 LONG ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANDREA F. QUICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW AUGUST 26, 2004 AT 7:45 PM SERVED THE WITHIN COMPLAINT ON JOHN E. QUICK, DEFENDANT AT RESIDENCE, 109 LONG ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANDREA F. QUICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

Cost	Description
28.87	SHERIFF HAWKINS PAID BY: ATTY CK# 8158952
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

2nd Day Of Sept 2004

William A. Shaw
WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marky Hamr
Chester A. Hawkins
Sheriff

FILED
012:3831
SEP 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

FILED

m 2.11

OCT 20 2004

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 10/20/04

(xx) Assumpsit Judgment in the amount
 of \$7,523.96 plus costs.

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

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

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

Prothonotary

John E. Quick
109 Long Street,
Houtsdale, PA. 16651

By: _____
PROTHONOTARY (OR DEPUTY)

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

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

(xx) Assumpsit Judgment in the amount
 of \$7,523.96 plus costs.

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

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

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

Prothonotary

Andrea F. Quick
109 Long Street
Houtsdale, PA 16651

By: _____
PROTHONOTARY (OR DEPUTY)

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778- CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#03282598
Judgment Amount \$ 7,523.96

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

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

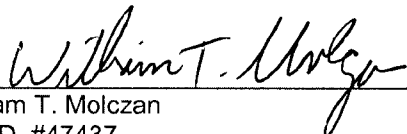
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, John E. Quick and Andrea F. Quick, above named, in the default of an Answer, in the amount of \$7,523.96 computed as follows:

Amount claimed in Complaint	\$6,340.52
Interest from April 12, 2004 to October 5, 2004 at the contract interest rate of 6.0% per annum	\$183.44
Attorneys' fees	\$1,000.00
TOTAL	\$7,523.96

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

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

By: 
William T. Molczan
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2601 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: 109 Long Street, Houtzdale, PA 16651

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778 CD

JOHN E QUICK AND
ANDREA F. QUICK

Defendants

IMPORTANT NOTICE

TO: John E Quick
109 Long Street
Houtzdale, PA 16651

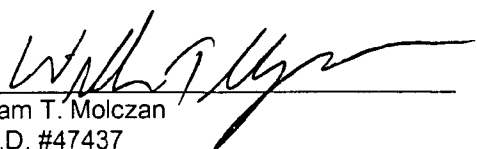
Date of Notice: 9-20-04

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

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

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

WWR #03282598

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778 CD

JOHN E QUICK AND
ANDREA F. QUICK

Defendants

IMPORTANT NOTICE

TO: Andrea F Quick
109 Long Street
Houtzdale, PA 16651

Date of Notice: 9-20-04

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

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

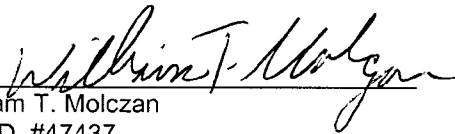
By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03282598

VERIFICATION

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

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

By: 
William T. Molczan
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

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

Fifth Third Bank
Plaintiff(s)

No.: 2004-00778-CD

Real Debt: \$7,523.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John E. Quick
Andrea F. Quick
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 20, 2004

Expires: October 20, 2009

Certified from the record this 20th day of October, 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

FIFTH THIRD BANK,

Plaintiff

vs.

JOHN E. QUICK and
ANDREA F. QUICK,

Defendants

No. 04-778-CD

PRAECIPE FOR SATISFACTION OF
JUDGMENT

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#03282598

10 CC
6th m/2:34 PM
JAN 18 2005
Atty pd. 7.00
2 Cert. of Sat.
Prothonotary, Clearfield County to Atty

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

FIFTH THIRD BANK,

Plaintiff

vs.

Civil Action No. 04-778-CD

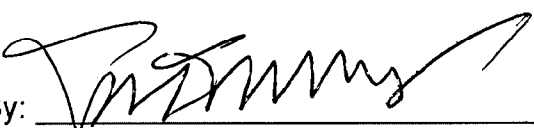
JOHN E. QUICK and
ANDREA F. QUICK,

Defendants

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

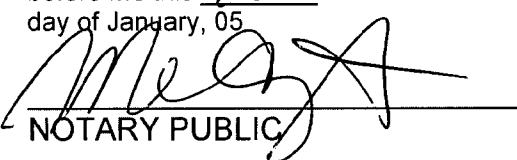
436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #03282598

Sworn to and subscribed
before me this 10
day of January, 05


NOTARY PUBLIC

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Fifth Third Bank

No.: 2004-00778-CD

Vs.

Debt: \$7,523.96

John E. Quick and
Andrea F. Quick

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, January 18, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 18th day of January, A.D. 2005.

Prothonotary