

Leasecomm vs Larry Kemp
2004-1027-CD

04-1027-CD
LEASECOMM CORPORATION VS LARRY T. KEMP

LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
v.		: NO. 04-1027-CJ
LARRY T. KEMP	:	CIVIL DIVISION - LAW
Defendant(s)	:	

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 attorney 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, 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. MEHOLICK, COURT ADMINISTRATOR
 CLEARFIELD COUNTY COURTHOUSE
 1 NORTH SECOND STREET
 CLEARFIELD PA 16830
 814-765-2641, EXT. 32**

FILED *cc* *SHF*
m/12/56 AM *K*
JUL 07 2004 *Any pd*
85.00
WAS
 William A. Shaw
 Prothonotary/Clerk of Courts

NOTICA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
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LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO.
	:	
LARRY T. KEMP	:	CIVIL DIVISION - LAW
Defendant(s)	:	

C O M P L A I N T

The Plaintiff, LEASECOMM CORPORATION by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of TWO THOUSAND, EIGHT HUNDRED TWENTY-NINE DOLLARS AND SEVEN CENTS (\$2,829.07) together with interest thereon from June 13, 2004, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEASECOMM CORPORATION, is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principal office and place of business at 10 M Commerce Way, Woburn, Massachusetts 01801.

2. The Defendant, LARRY T. KEMP, is an adult individual, residing at 2180 Viola Pike, Smithmill, Clearfield County, Pennsylvania 16680.

3. On or about April 2, 2002, Defendant did enter into a written commercial Non Cancellable Commercial Lease Agreement and Personal Guaranty for the lease and future purchase of certain business equipment. A true and correct copy of said Non-Cancellable Commercial Lease Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

4. The leased equipment was delivered to the Defendant and installed at Defendant's place of business.

5. The Defendant defaulted on the obligation to make payments, and refused to honor the remaining lease payments.

6. The balance due and owing by Defendant to Plaintiff is the sum of Two Thousand, Three Hundred Fifty-Seven Dollars and Fifty-Six Cents (\$2,357.56) as per Plaintiff's State of Account attached hereto, marked Exhibit "B" and made a part hereof.

7. Due to the default of Defendant, and pursuant to the terms and conditions of the Non Cancellable Commercial Lease Agreement, along with a Personal Guaranty, executed by Defendant, attorney's fees in the total amount of Four Hundred Seventy-One Dollars and Fifty-One Cents (\$471.51) have been added to said account.

8. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of TWO THOUSAND, EIGHT HUNDRED TWENTY-NINE DOLLARS AND SEVEN CENTS (\$2,829.07) together with interest thereon from June 13, 2004.

Respectfully submitted,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney ID No. 18041

Attorney for Plaintiff



NON CANCELABLE COMMERCIAL LEASE AGREEMENT

LEASECOMM CORPORATION, 950 WINTER STREET
WALTHAM, MASSACHUSETTS 02451 800-843-5327

This is a Lease Agreement between LEASECOMM Corporation, ("Lessor") whose address is shown above and the Lessee indicated at right.

This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought.

VENDOR CODE EBF81	VENDOR'S SALESPERSON CODE WK	COMMENCEMENT DATE 4/4/02
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EQUIPMENT:

MANUFACTURER LIPMAN	MODEL MURIT 2085	SERIAL NO. 79U03 4267532
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PLEASE NOTE THAT THE EQUIPMENT AND/OR ITS COMPONENTS MAY BE NEW, REMANUFACTURED OR USED.

LOCATION OF EQUIPMENT	ADDRESS (NO. & STREET, CITY, STATE, ZIP) IF DIFFERENT FROM ABOVE
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SCHEDULE OF PAYMENTS

BASE MONTHLY PAYMENT \$ **49.00** FOR **48** MONTHS

PLUS TAXES AND TAX PROCESSING FEE, AND LOSS OR DESTRUCTION WAIVER, IF APPLICABLE, AS DESCRIBED ON THE REVERSE SIDE OF THIS LEASE.

BANK **FIRST COMMONWEALTH BANK**

ROUTING# **041330616126** ACCT.# **1100049635**

YOU AND YOUR AUTHORIZED AFFILIATES ARE AUTHORIZED TO AUTOMATICALLY DEBIT MY BANK CHECKING ACCOUNT FOR ALL MONIES DUE TO YOU UNDER THE LEASE.

AUTHORIZED SIGNATURE **Larry T. Kemp**

PAYABLE AT THE SIGNING OF THE LEASE

<input type="checkbox"/> FIRST & LAST TOTAL MONTHLY PAYMENT	\$ 49.00
<input checked="" type="checkbox"/> FIRST TOTAL MONTHLY PAYMENT	\$ 49.00
<input type="checkbox"/> SECURITY DEPOSIT	\$ _____
<input type="checkbox"/> DOCUMENTATION FEE (If not paid at closing, this fee will be due Post Funding)	\$ _____
<input type="checkbox"/> OTHER (DOWN PAYMENT, ETC.)	\$ _____
TOTAL \$ 49.00	

(PLUS APPLICABLE TAXES AND TAX PROCESSING FEE TO BE BILLED WITH FIRST MONTHLY INVOICE)

Should you find it necessary to statement bill due to the above authorization for direct debit being blank, incomplete, or inaccurate or due to insufficient funds in my checking account, or for any other reason beyond your control, you are authorized to add a \$5.00 per month charge to my monthly payment amount as reimbursement for your added services and processing expenses. In this Lease Agreement, the words "I", "me", "mine", mean the Lessee and Guarantor(s). The words "you" and "yours" mean the Lessor. "Equipment" is the item I am leasing. It encompasses any combination of tangible assets, rights to access or use services, software, documentation and manuals, etc. I agree to pay you the total amount shown above upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with the commencement date shown above, and every 30 days thereafter for the Lease term. It is understood you will debit such charges when they are due so as to avoid the incurrence of late charges. I also understand and agree that automatic debiting of lease charges is an option under this Program. I acknowledge that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between the Vendor and Lessor and I may contact the Vendor for a description of any such rights.

The Parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. They further consent and submit to the jurisdiction of the Courts of the Commonwealth of Massachusetts and expressly agree to such forum for the bringing of any suit, action or other proceeding arising out of their obligations hereunder, and expressly waive any objection to venue in any such Courts and waive any right to a trial by jury so that trial shall be by and only to the Court. It is further agreed and understood that the corporate headquarters of Leasecomm Corporation is located within the venue of The District Court Department of the Trial Court, within Middlesex County.

I have read and agree to the terms which appear on both sides of this Lease and understand same. This Equipment is leased as is for business and/or professional purposes and this Lease is not a consumer contract. I acknowledge you are a lessor under a "finance lease", as that term is defined in UCC Article 2A, and not a manufacturer, distributor, agent or reseller. Your only role was to provide Lease financing. I acknowledge receipt of a completed copy of this Lease Agreement, with all Lease terms filled in. I understand my obligation under this Lease became irrevocable and independent upon my acceptance of the Equipment.

AGENCY DISCLAIMER - NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

LESSEE #1
Authorized Signature **Larry T. Kemp**

LESSEE #2 (if applicable)
Authorized Signature _____

Print Name **LARRY T. KEMP**

Print Name _____

Title **OWNER** Date **4-4-02**

Title _____ Date _____

LEASECOMM Corporation
By: **London**
Authorized Signature **041502**

PERSONAL GUARANTY: To induce Lessor to enter into this Lease, the undersigned party unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney fees and other expenses incurred by Lessor by reason of the Lessee's default. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. The Undersigned consents to any extensions of time or modifications in the amount of payment granted to Lessee and to the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty. The undersigned specifically understands and also agrees with the bold, underlined provision stated above submitting and consenting to the laws and jurisdiction of the Commonwealth of Massachusetts for any action whatsoever arising out of this Lease.

Guarantor Signature **Larry T. Kemp**
#2 _____
(if applicable) _____
No title allowed _____
Date **4-4-02**

Guarantor Signature _____
#2 _____
(if applicable) _____
No title allowed _____
Date _____

Witness Signature **John J. Murphy**
Witness Signature _____
Date **4-4-02**



Credit Inquiries and Credit Reporting: You, your authorized affiliates, your outside counsel and your authorized suppliers are authorized to check my credit and employment history for the purposes of determining my credit worthiness at the time of this application or thereafter in connection with the same transaction or extension of credit and for the further purposes of reviewing the account, taking collection activity on the account, and skip tracing. You are further authorized to provide history information to others about my credit standing and your credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside counsel.

Commencement of Lease; Lease Term: The commencement date (the "Commencement Date") shall be the date when the Lease is accepted and executed by you. I waive notice of your acceptance of this Lease. The Lease Term will commence on the commencement date and expire at the end of the number of months indicated above.

End of Lease Term: At the end of the Lease Term I have the following options:

1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the Lease for the same terms and conditions as stated herein on a month-to-month basis until such time as I give you written notice that I elect to terminate the lease at least 30 days prior to such termination and return the Equipment, or 3. Upon my request I can purchase the Equipment for the fair market value as quoted by you at that time plus any applicable taxes.

Unless I notify you in writing of which option I choose 60 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option 2 (Month-to-Month Rental). You will return any Security Deposit after deducting any amounts I owe you under the conditions of this agreement if I choose option 1 from above.

Late Payments and Collection Costs: If I do not make a payment within 5 days of its due date, I must pay you in addition to the payment a late charge of 15% of the amount past due (but at least \$5.00) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. I will pay you your collection costs including reasonable attorneys' fees and in-house legal expenses. Such collection costs include, but are not limited to charges for collection letters and collection phone calls you make, charges for collection-agencies, courts, sheriffs, witness travel expenses, etc. There will be a processing charge of \$20.00 or whatever fee is allowable by law for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. Payments are applied to late fees and to processing charge first and then to Lease obligation.

Default A: I will be in default of this lease if:

1. I fail to pay any amount due you within 10 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the Equipment at the end of the lease-term if I have chosen the option of returning the Equipment at the end of the lease-term. 6. I fail to follow any other terms of this Lease.

Default B: If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law:

1. Terminate this Lease without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Lease discounted by an annual discount rate compounded monthly of at least 4%. 3. Take possession or request that I return the Equipment to you. You will credit my account for any amounts received, net of expenses, in the disposition of the Equipment in excess of the assumed Fair Market Value at the end of the Lease Term. 4. Lawfully enter my property and take the Equipment. If you repossess the Equipment, I will pay you your repossession costs, plus a \$50 disposition fee. 5. Charge me the fair market retail value of the Equipment on the date of its loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Continue to charge me additional monthly lease-payments beyond the end of the lease-term until I have cured the default. 9. Automatically charge any or all of my credit-cards, other lines-of-credit or bank-accounts for all money amounts I owe you. 10. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collection of money I owe you and any interest thereon.

De-Installation and Removal Charges. I am fully responsible for any costs associated with the de-installation and/or removal of the Equipment for whatever reason.

Maintenance of Equipment. I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

Warranties. I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the Equipment I am leasing or other services, access and/or use with the Equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific Equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you.

Equipment Servicing: I understand that no servicing of any kind is provided by Leasecomm. I am to look to the vendor/supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against Leasecomm. Any failure of Equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the Lease.

Add-On Leases. Upon my request and subject to your approval, additional leases can be added to this Lease Agreement unless I am in default. Such Add-Ons will be bound by the text of this Agreement and will identify this Agreement by its Account and/or Lease Number.

Loss or Destruction of the Equipment. I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately, if the Equipment is lost, destroyed, stolen, or taken by any other person. If the Equipment has only been partially damaged you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.

Insurance. I will keep the Equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.

Loss or Destruction Waiver. You will waive my responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term. After loss or destruction of the Equipment, you will provide for its replacement with Equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the Equipment. I will promptly notify you of the loss. I will cooperate with you in making any claim with respect to the Equipment, including providing Police and Fire report documents to substantiate the claim. If I do not provide proof of insurance, I am deemed to have chosen to buy the Loss or Destruction Waiver at current rates, and I will pay you for such waiver.

Notice. I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.

Changes on Terms of the Lease. This Lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any changes are made.

Collateral. As security for payment of this Lease, I give you a security interest in the Refundable Security Deposit found on the other side. If the Equipment is lost, stolen, damaged, destroyed, or if I fail to return the Equipment to you at the end of the Lease, you have the right to apply the Refundable Security Deposit to reduce the amount I owe, in addition to whatever other rights you may have at law or equity. No interest will be paid on the Refundable Security Deposit.

Assignment. Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein, or (b) sub-lease, or lend the Equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this Lease would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Lease. Nevertheless, I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect lessee's interest thereunder. You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me. Each such assignee and/or mortgagee shall have the rights but none of the obligation of you under this Lease. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you. Subject to the foregoing, this Lease inures to the benefit and is binding upon the heirs, legatees, personal representatives, survivors and assigns of the parties hereto.

Alterations. I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you. **Ownership.** The Equipment is, and shall at all times remain, your property, and I shall have no right, title or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Lease, in the public records as necessary to protect your ownership and any security interest in the Equipment. You have provided me with a label stating that you are the owner of the Equipment and I agree to affix it to and maintain it on the Equipment.

Use. I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. **Indemnity.** To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.

Taxes and Tax Processing Fee. I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this Lease and the product whether local, state, federal and otherwise, which now or hereafter are imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the product and agree to pay you the estimated taxes in monthly installments together with the monthly processing fee. The monthly processing fee will not exceed \$3.00 per month, such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from month to month and from Lease to Lease.

Change of Name, Billing Address, Bank Account Change. I will inform you, within one week, of any change in my name, address, billing address, telephone numbers, location of the Equipment, or the bank checking account used for ACH debit. You will charge me \$100 if a skip-trace is necessary. You are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding my address, telephone numbers, Equipment leased or identification numbers of the Equipment.

Miscellaneous. If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision. Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in this Lease transaction as determined by final judgement of a court of competent jurisdiction, including appeals therefrom.

VENDOR'S BILL OF SALE

I hereby sell, the Equipment identified above, free and clear of any liens and encumbrances to LEASECOMM Corporation, a Massachusetts Corporation.

Vendor Name Infinity Data Corp
Ann Cowan Underwriter 4/8/02
Authorized Signature and Title Data

AGENCY DISCLAIMER

Neither supplier nor any salesperson is an agent of Lessor nor are they authorized to waive or alter the terms of this Lease. Their representations shall in no way affect Lessee or Lessor's rights and obligations as herein set forth.

★ FOR VENDOR SALESPERSON USE ONLY ★

1. Lease Is To Be Filled Out Before Your Customer Signs.
2. No White Out Or Crossouts Allowed.
3. Use Ink Only.
4. No Title Allowed On Personal Guarantor Line.
5. If You Make A Mistake, START OVER.
6. All Shaded Areas Must Be Filled In.

STATEMENT OF ACCOUNT

12-Jun-2004

Page 1

ACCOUNT NUMBER: 24882441

Lease Number : 488244B; LEASE; ACTVE; Credit Card Terminal; Commcmnt: 4/15/2002
 Lessee : LARRY T KEMP
 2180 VIOLA PIKE PO BOX 282 #15
 SMITHMILL, PA 16680-

Guarantor : LARRY T KEMP
 2180 VIOLA PIKE PO BOX 282 #15
 SMITHMILL, PA 16680-

Last Payment Date : 15 October, 2003

Unbilled Lease Payments : (488244B) 1,196.46
 \$58.89 for 21 remaining months
 discounted by .33% per month

Fair Market Value : (488244B) 230.30
 Fair Market Value is what Leasecomm charges at the end
 of the Lease-Term for the purchase of the Equipment. It
 generally runs between 7.5%-15% of the lease-receivable,
 but the longer the lease-term and the more obsolete the
 equipment is at the end of the term the lower the number.
 Rental Equipment is being depreciated over 60 months with
 a 5% minimum residual value.

BILLED AND UNPAID INVOICES ON THE ACCOUNT

Billed and Unpaid Lease Invoices: 466.12
 (Details on Next Page)

Billed and Unpaid Fee Invoices : 454.68
 Late-, Bounce-, Collection-, and Legal Fees
 incurred and billed to-date and not paid
 (Details on Next Page)

Cash received not applied : -10.00

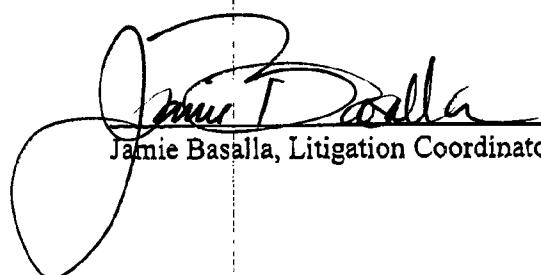
TOTAL AMOUNT DUE TO LEASECOMM CORPORATION: 2,357.56



VERIFICATION

I, JAMIE BASALLA, Litigation Coordinator of LEASECOMM CORPORATION., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEASECOMM CORPORATION



Jamie Basalla, Litigation Coordinator

Dated: _____

30599

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

JUL 07 2004

TO THE NAMED DEFENDANT:

YOU ARE HEREBY NOTIFIED TO
PLEAD TO THE ENCLOSED
COMPLAINT WITHIN TWENTY (20)
DAYS OF SERVICE HEREOF OR A
DEFAULT JUDGMENT WILL BE
ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.

By: 

LAW OFFICES OF

KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

In The Court of Common Pleas of Clearfield County, Pennsylvania

LEASECOMM CORPORATION
VS.
KEMP, LARRY T.
COMPLAINT

Sheriff Docket # 15931
04-1027-CD

SHERIFF RETURNS

NOW JULY 21, 2004 AT 2:23 PM SERVED THE WITHIN COMPLAINT ON LARY T. KEMP, DEFENDANT AT RESIDENCE, 2180 VIOLA PIKE, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY T. KEMP A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
39.74	SHERIFF HAWKINS PAID BY: ATTY CK# 62559
10.00	SURCHARGE PAID BY: ATTY CK# 62655

Sworn to Before Me This

29 Day of July 2004
W. A. Shaw

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

So Answers,

Chester A. Hawkins
My Deputy Sheriff
Chester A. Hawkins
Sheriff

FILED
9:23pm AS
JUL 29 2004
EPA

William A. Shaw
Prothonotary

LEASECOMM CORPORATION : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO. 2004-01027-CD
LARRY T. KEMP : CIVIL DIVISION - LAW
Defendant(s) :

TO: PROTHONOTARY, COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR DEFAULT JUDGMENT

Enter judgment in favor of Plaintiff and against Defendant(s), LARRY T. KEMP, named for failure to file within the required time an Answer to the Complaint in the above-captioned case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$2,829.07
Interest from June 13, 2004 at the legal rate of 6% per annum	<u>\$45.95</u>
Total	\$2,875.02

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. See Exhibits A & B attached.

KNUPP, KODAK & IMBLUM, P.C.

By _____

Robert D. Kodak, Attorney for Plaintiff

DATED: Judgment entered and damages assessed as above.

FILED

M 11.30 2004
Notify to be
SEP 29 2004 attorney

Prothonotary

William A. Shaw
Prothonotary

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

FILE COPY
Robert Ewing Knupp
(1909-1978)
Robert H. Maurer
(1923-1998)

August 17, 2004

LARRY T KEMP
2180 VIOLA PIKE
P O BOX 282 #15
SMITHMILL PA 16680

RE: Leasecomm Corporation
VS: Larry T. Kemp
No. 2004-01027-CD, Court of Common Pleas
Clearfield County, Pennsylvania
Our File No. 30599

Dear Mr. Kemp:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecept for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.

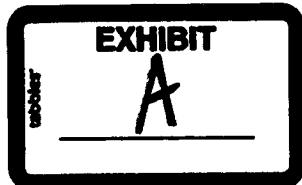
Robert D. Kodak, Esq.

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

RDK/kqb
enclosure

cc: **ATTN CHRIS MARINO**
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888

#24882441



FILE COPY

LEASECOMM CORPORATION
Plaintiff

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

v.

: NO. 2004-01027-CD

LARRY T. KEMP
Defendant(s)

: CIVIL DIVISION - LAW

IMPORTANT NOTICE

TO: LARRY T. KEMP, Defendant(s)
DATE OF NOTICE: August 17, 2004

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

YOU SHOULD TAKE THIS 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. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

AVISO IMPORTANTE

A: LARRY T. KEMP, Defendido
FECHA DEL AVISO: August 17, 2004

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

EXHIBIT

B

LEASECOMM CORPORATION : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO. 2004-01027-CD
LARRY T. KEMP : CIVIL DIVISION - LAW
Defendant(s)

To: LARRY T. KEMP, DEFENDANT(S)

You are hereby notified that on _____, 20 __, the following
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$2,875.02.

DATE: _____
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

LARRY T. KEMP
2180 VIOLA PIKE
P O BOX 282 #15
SMITHMILL PA 16680

A/ LARRY T. KEMP, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el _____ de _____ del 20 __, el/la
siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____
Protonotario

Certifico que la siguiente direccion es la del defendido/asegurado indicada en el certificado de
residencia:

LARRY T. KEMP
2180 VIOLA PIKE
P O BOX 282 #15
SMITHMILL PA 16680

Abogado del Demandante

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

Leasecomm Corporation
Plaintiff(s)

No.: 2004-01027-CD

Real Debt: \$2,875.02

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry T. Kemp
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 29, 2004

Expires: September 29, 2009

Certified from the record this 29th day of September, 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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. _____ Term 20 _____

No. 2004-01027-CD Term 2004

Amount due \$ 2,875.02

Interest FROM DATE OF JUDG. (09/29/04)

Atty's Cmm. \$ 143.75

and Costs TO BE DETERMINED\$

Prothonotary costs 125.00

Defendant(s)

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against LARRY T. KEMP

Defendant (s),

(3) and against _____

Garnishee (s),

(4) and index this writ

(a) against LARRY T. KEMP Defendant(s)

and

(b) against _____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT ABOVE-LISTED ADDRESS INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC.

(5) Exemption has (not) been waived.

Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 01/19/05

FILED ^{6K}
m 12 00 AM ^{1CC 06}
JAN 21 2005 ^{Writs to}
Shff ^{Atty pd}
William A. Shaw ^{20.00}
Prothonotary/Clerk of Courts

Writ No. _____ Term 20 _____
No. 2004-01027-CD Term 2004

LEASECOMM CORPORATION

V5

Prothonotary, Clerk of Courts

JAN 21 2005

卷之三

PRAECL^{IP}E FOR EXECUTION

NOTE

Robert D. Kodak
Attorney for Plaintiff(s)

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

Copy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$2,875.02
INTEREST from date of Judg. (09/29/04)
PROTH. COSTS: \$
ATTY'S COMM: \$143.75
DATE: 01/21/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20096
NO: 04-1027-CD

PLAINTIFF: LEASECOMM CORPORATION
vs.
DEFENDANT: LARRY T. KEMP

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 01/21/2005

LEVY TAKEN 04/15/2005 @ 1:26 PM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 09/14/2005

DATE DEED FILED **NOT SOLD**

DETAILS

04/15/2005 @ 1:26 PM SERVED LARRY T. KEMP

SERVED LARRY T. KEMP, DEFENDANT, AT HIS RESIDENCE 2108 VIOLA PIKE, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY T. KEMP

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 4, 2005 I RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE WRIT OF EXECUTION AND RETRUN THE WRIT TO THE PROTHONOTARY.

FILED

01/21/05
SEP 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20096
NO: 04-1027-CD

PLAINTIFF: LEASECOMM CORPORATION

vs.

DEFENDANT: LARRY T. KEMP

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$108.84

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


by Captain Bette A. Hawkins
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$2,875.02
INTEREST from date of Judg. (09/29/04)
PROTH. COSTS: \$
ATTY'S COMM: \$143.75
DATE: 01/21/2005

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 21st day
of January A.D. 2005
At 3:00 A.M./P.M.

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

Chesler A. Haubrich
Sheriff by Cynthia Butler-Augustau

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME LARRY T. KEMP

NO. 04-1027-CD

NOW, September 14, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Larry T. Kemp to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	9.00
MILEAGE	9.00
LEVY	22.68
MILEAGE POSTING	20.00
HANDBILLS	22.68
COMMISSION	0.00
POSTAGE	1.48
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$104.84

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	2,875.02
INTEREST @ %	0.00
FROM 09/29/2004 TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	143.75
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$3,268.61
COSTS:	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	104.84
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$229.84
TOTAL COSTS	\$3,268.61

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

May 4, 2005

ATTENTION CINDY
OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

RE: Leasecomm Corporation
VS: Larry T. Kemp
Our File No. 30599
No. 2004-01027-CD, Court of Common Pleas
Clearfield County, Pennsylvania

Dear Cindy:

This is a follow up to your phone call of April 22, 2005. As I understand it, Mr. Kemp lives with his parents and you were unable to levy on anything in the home. You were able to levy on a 1983 Honda Motorcycle and a 1988 Plymouth Van which was in very poor condition. Your Deputies were unable to determine if either vehicle actually runs.

Upon this fact, please Stay the above Writ of Execution and return same to the Prothonotary, refunding any unused costs to our office.

As always, we thank you for your usual fine service.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
robert.kodak@verizon.net

RDK/ble

cc: ATTN CHRIS MARINO
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888

#24882441

FILED

SEP 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

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

Writ No. _____ Term 200 _____

No. 2004-01027-CD Term 2004

Amount due \$2,875.02

Interest FROM DATE OF JUDG (09/29/04)

Atty's Cmm. \$ 143.75

Costs: TO BE DETERMINED @ SATISFACTION

Prothonotary costs 145.00

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against LARRY T. KEMP Defendant(s),

(3) and against COUNTY NATIONAL BANK Garnishee (s),

(4) and index this writ

(a) against LARRY T. KEMP _____ Defendant(s) and

(b) against COUNTY NATIONAL BANK _____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

DO NOT LEVY UPON PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S), HOWEVER, PLEASE GARNISH COUNTY NATIONAL BANK, 485 SPRING STREET, HOUTZDALE PA 16651, ANY ACCOUNTS UNDER DEFENDANT'S NAME, AND/OR SOCIAL SECURITY ####-##-9797.

(5) Exemption has (not) been waived.



Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 09/26/05

FILED Atty pd.
m 11:01 AM 2005 20.00
SEP 28 2005 ICC 6wnts to Shff

Attala, PA v. 6W
Prothonotary Clerk's Office

Writ No. 2004-01027-CD Term 2004

LEASECOMM CORPORATION

15

LARRY T. KEMP

PRAECL^{AE}PIE FOR EXECUTION

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William A. Shaw
Prothonotary/Clerk of Courts

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言

Robert D. Kodak
Attorney for Plaintiff(s)

NOTE

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

County National Bank
Garnishee


COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
DO NOT LEVY upon personal property of Defendant, however, please garnish County National Bank, 485 Spring Street, Houtzdale, PA 16651, any accounts under Defendant's Name, and/or Social Security # ###-##-9797
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank
Garnishee(s) as follows: any accounts under Defendant's Name, and/or Social Security # ###-##-9797
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg (09/29/04)
PROTH. COSTS: \$
ATTY'S COMM: \$143.75
DATE: 09/28/2005

PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100851
NO: 04-1027-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: LEASECOMM CORPORATION

vs.

DEFENDANT: LARRY T. KEMP

SHERIFF RETURN

NOW, October 12, 2005 AT 10:37 AM SERVED THE WITHIN WRIT OF EXECUTION, INTERROGATORIES ON COUNTY NATIONAL BANK DEFENDANT AT 485 SRING ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAM RAEAMS, PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, INTERROGATORIES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

OCT 14 2005

9/3/00 (C)

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KNUPP	68548	10.00
SHERIFF HAWKINS	KNHPP	68548	36.83

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Mark A. Hawn
Chester A. Hawkins
Sheriff

PRAECIPE FCR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. _____ Term 200 _____

No. 2004-01027-CD Term 2004

Amount due \$2,875.02

Interest FROM DATE OF JUDG (09/29/04)

Costs: TO BE DETERMINED @ SATISFACTION

Prothonotary costs 145.00

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against LARRY T. KEMP Defendant(s),
(3) and against COUNTY NATIONAL BANK Garnishee (s),

(4) and index this writ

(a) against LARRY T. KEMP

Defendant(s) and

(b) against COUNTY NATIONAL BANK Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff). Furnish 4 copies for real estate levy)

DO NOT LEVY UPON PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S), HOWEVER, PLEASE GARNISH COUNTY NATIONAL BANK, 485 SPRING STREET, HOUTZDALE PA 16651, ANY ACCOUNTS UNDER DEFENDANT'S NAME, AND/OR SOCIAL SECURITY ####-##-9797.

(5) Exemption has (not) been waived.

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

Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 09/26/05

SEP 28 2005

Attest,

William L. Shaw
Prothonotary/
Clerk of Courts

Writ No. 2004-01027-CD Term 2004

LEASECOMM CORPORATION

VS

LARRY T. KEMP

PRAECIPE FOR EXECUTION

Robert D. Kodak
Attorney for Plaintiff(s)

Paragrapah (3) (a) above should be completed only in a named garnishee is to be included in the writ which is issued.
Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which it issued.
Under Paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.
Paragrapah (4) (a) should be completed only if another county is directing its executions in the county of course of measure, is desired as authorized by Rule 3104(a). When the writ issues to another county it is required as of course in that county by the proper authority. See Rule 3104(b).
Paragrapah (4) (b) should be completed only if indicating the real property in the name of the garnishee is attached and including as its pendens is desired. See Rule 3104(c).

NOTE

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
DO NOT LEVY upon personal property of Defendant, however, please garnish County National Bank, 485 Spring Street, Houtzdale, PA 16651, any accounts under Defendant's Name, and/or Social Security # ###-##-9797
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank
Garnishee(s) as follows: any accounts under Defendant's Name, and/or Social Security # ###-##-9797
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg (09/29/04)
PROTH. COSTS: \$
ATTY'S COMM: \$143.75
DATE: 09/28/2005

PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28 day
of Sept A.D. 2005
At 3:00 P.M.

Clint R. Hawley
Sheriff By Marilyn Haar

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
DO NOT LEVY upon personal property of Defendant, however, please garnish County National Bank, 485 Spring Street, Houtzdale, PA 16651, any accounts under Defendant's Name, and/or Social Security # ###-##-9797
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
County National Bank
Garnishee(s) as follows: any accounts under Defendant's Name, and/or Social Security # ###-##-9797
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg (09/29/04)
PROTH. COSTS: \$
ATTY'S COMM: \$143.75
DATE: 09/28/2005

PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28 day
of Sept A.D. 2005
At 3:00 A.M./P.M.

Chester N Hawley
Sheriff W. M. Henn

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

Prothonotary/Clerk of Courts
William A. Shaw

OCT 14 2005

FILED

LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS OF
PLAINTIFF	:	CLEARFIELD COUNTY, PENNSYLVANIA
V.		NO. 200401027-CD
LARRY T. KEMP	:	CIVIL DIVISION - LAW
DEFENDANT	:	
V.		
COUNTY NATIONAL BANK	:	
GARNISHEE	:	

PRAEICE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Please dissolve the attachment against Garnishee, **COUNTY NATIONAL BANK**, in the above-captioned matter.

TO: Clearfield County
Prothonotary

Dated: October 17, 2005

Robert D. Kodak Attorney for Plaintiff
Attorney I.D. No. 18041

Attorney for Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Smithsonian Institution

Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts 

FILED

OCT 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

VS

LARRY T. KEMP

Defendant(s)

CNB BANK

Garnishee

Writ No. _____ Term 20 _____

No. 2004-01027-CD Term 2004

Amount due \$ 2,875.02

Interest FROM DATE OF JUDG - 09/29/04

Atty's Comm. \$ 143.75

Costs to be determined \$

Prothonotary costs 172.00

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of Clearfield County, Pennsylvania
(2) against LARRY T. KEMP

Defendant(s);

(3) and against CNB Bank

Garnishee(s);

(4) and index this writ

(a) against LARRY T. KEMP

Defendant(s) and

(b) against CNB BANK

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the
Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies
for real estate levy):

DO NOT LEVY UPON PERSONAL PROPERTY OF THE ABOVE-LISTED DEFENDANT, HOWEVER, GARNISH CNB at 607
LINGLE STREET, OSCEOLA MILLS, PA 16666 FOR ANY OTHER ACCOUNTS UNDER DEFENDANT'S NAME OR
SOCIAL SECURITY NUMBER xxx-xx-9797.

(5) Exemption has (not) been waived.

FILED
m/11/05/07
MAR 29 2007 Atty pd 20.00
Clerk of Courts
William A. Shaw


Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 3/27/07

Writ issues to another county, indexing is required as of course in that county by the prothonotary. See Rule 3104(b). Paragraph (4)(a) should be completed only if indexing of the executions in the county of issuance, is desired as authorized by Rule 3104(a). When the

Paragraph (3) (above) should be completed only in a named garnishee is to be included in the writ).

Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Under Paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

NOTE

FILED

MAR 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

Writ No. _____ Term 20 _____

No. 2004-01027-CD Term 2004

LEASECOMM CORPORATION

VS

LARRY T. KEMP

PRAECLYPE FOR EXECUTION

Robert D. Kodak
Attorney for Plaintiff(s)

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

COPY

Larry T. Kemp

CNB Bank
Garnishee

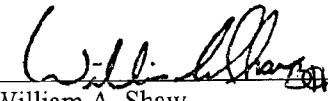
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: CNB Bank, Garnishee(s) as follows: Garnish CNB at 607 Lingle Street, Osceola Mills, PA 16666 for any other accounts under Defendant's name or Social Security number xxx-xx-9797. and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg.-9/29/04
ATTY'S COMM: \$143.75
DATE: 03/29/2007

PROTHONOTARY'S COSTS PAID: \$172.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102626
NO: 04-1027-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: LEASECOMM CORPORATION
vs.
DEFENDANT: LARRY T. KEMP
TO: CNB BANK, Garnishee

SHERIFF RETURN

NOW, April 12, 2007 AT 3:00 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee DEFENDANT AT 2 SOUTH 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AUTUMN FARLEY, EXECUTIVE SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KODAK	76086	10.00
SHERIFF HAWKINS	KODAK	76086	19.39
REFUND	TO:KODAK	38296	

FILED
03:00pm
APR 13 2007
CS

William A. Shaw
Prothonotary/Clerk of Courts

So Answers,

Chester A. Hawkins
Lily Mandy Harris
Chester A. Hawkins
Sheriff

Sworn to Before Me This

____ Day of _____ 2007

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

CNB Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: CNB Bank, Garnishee(s) as follows: Garnish CNB at 607 Lingle Street, Osceola Mills, PA 16666 for any other accounts under Defendant's name or Social Security number xxx-xx-9797.
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg.-9/29/04
ATTY'S COMM: \$143.75
DATE: 03/29/2007

PROTHONOTARY'S COSTS PAID: \$172.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 19 day
of March A.D. 2007
At 3:00 A.M./P.M.

Clint A. Hawkins
Sheriff by Marilyn Harris

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Leasecomm Corporation

Vs.

NO.: 2004-01027-CD

Larry T. Kemp

CNB Bank
Garnishee

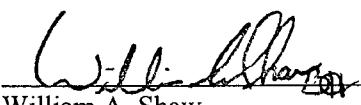
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from LARRY T. KEMP, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Garnish Only
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
CNB Bank, Garnishee(s) as follows: Garnish CNB at 607 Lingle Street, Osceola Mills, PA 16666 for any other accounts under Defendant's name or Social Security number xxx-xx-9797.
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
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AMOUNT DUE/PRINCIPAL: \$2,875.02
INTEREST from date of Judg.-9/29/04
ATTY'S COMM: \$143.75
DATE: 03/29/2007

PROTHONOTARY'S COSTS PAID: \$172.00
SHERIFF: \$
OTHER COSTS: \$


William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 29 day
of MARCH A.D. 2007
At 3:00 A.M./P.M.

Chester A. Haupius
Sheriff by Marilyn Haupius

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

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

LEASECOMM CORPORATION	:	
	:	Plaintiff
vs.	:	
	:	
LARRY T. KEMP,	:	
	:	Defendant
and	:	
	:	
CNB BANK,	:	
	:	Garnishee

No. 2004-1027-CD

FILED
O 12 5 3 6 0
APR 25 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

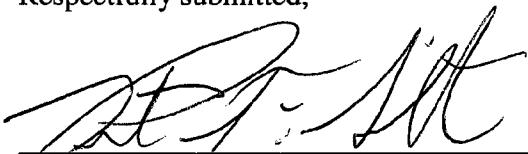
CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
Robert D. Kodak, Esquire
Kodak & Imblum, P.C.
407 North Front Street
P. O. Box 11848
Harrisburg, PA 17108-1848

CERTIFIED MAIL
Larry T. Kemp
P. O. Box 282
Smithmill, PA 16680-0282

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: April 27, 2007

FILED

APR 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

LEASECOMM CORPORATION
Plaintiff

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

v.

: NO. 2004-1027-CD

LARRY T. KEMP
Defendant(s)

: CIVIL DIVISION - LAW

v.

:

CNB BANK
Garnishee

:

PRAECIPE for ENTRY of JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against CNB BANK, Garnishee, in the principal amount of \$2,875.02 plus \$143.75 in attorney's fees, \$442.80 in court costs and \$441.99 in interest for a total due of \$3,903.56, being an amount less than the Garnishee admits in the attached **Garnishee' Answers to Interrogatories** in Attachment to be the property of Defendant in its' possession, i.e. - the amount of THREE THOUSAND, NINE HUNDRED AND THREE DOLLARS AND FIFTY-SIX CENTS (\$3,903.56).

TO CLEARFIELD COUNTY

Prothonotary

Dated: April 30, 2007



Robert D. Kodak,
Attorney for Plaintiff
Attorney I.D. No. 18041

pd \$20.00 Atty
FILED
m/l: 17cm ICC & notice to
Garnishee, AM4
MAY 03 2007 P. Smith
WM
William A. Shaw ICC & statement
Prothonotary/Clerk of Courts to Atty

LEASECOMM CORPORATION

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

v

LARRY T. KEMP

Defendant

NO. 2004-01027-CD

v

CNB BANK

Garnishee

CIVIL DIVISION - LAW

INTERROGATORIES IN ATTACHMENT

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT.
CNB
607 LINGLE STREET
OSCEOLA MILLS, PA 16666

**YOU ARE REQUIRED TO FILE ANSWERS TO THE FOLLOWING INTERROGATORIES
WITHIN TWENTY (20) DAYS AFTER SERVICE UPON YOU. FAILURE TO DO SO MAY
RESULT IN JUDGMENT AGAINST YOU.**

1. At the time you were served, or at any subsequent time, did you owe the Defendant(s), LARRY T. KEMP, social security number xxx-xx-9797, or any accounts under defendant(s) name(s), any money or were you liable to on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? If yes, please describe.

ANSWER: SEE ATTACHED ANSWERS TO INTERROGATORIES.

2. At the time you were served, or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and one (1) or more other persons and/or entities, any property of any nature owned solely or in part by the Defendant(s)? If yes, please describe.

ANSWER:

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant or in which Defendant(s) held or claimed any interest? If yes, please describe.

ANSWER:

4. At the time you were served, or at any subsequent time, did you hold, as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER:

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

ANSWER:

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to direction or otherwise discharge any claim of the Defendant(s) against you? If yes, please describe.

ANSWER:

KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
Attorney for Plaintiff
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7152
Supreme Court ID No. 18041

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

LEASECOMM CORPORATION	:	
	Plaintiff	: No. 2004-1027-CD
vs.	:	
	:	
LARRY T. KEMP,	:	
	Defendant	:
and	:	
	:	
CNB BANK,	:	
	Garnishee	:

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes, Defendant maintained two accounts with CNB:
 - a. EZ Access Certificate of Deposit No. 260293 in Larry T. Kemp's name alone with address of P.O. Box 282, Smithmill, PA 16680-0282. The balance on the date the Writ was served on CNB was \$5,000.00
 - b. NOW Account number 2266369 in Larry T. Kemp's name alone with address of P.O. Box 282, Smithmill, PA 16680-0282. The balance on the date the Writ was served on CNB was \$1,160.79.

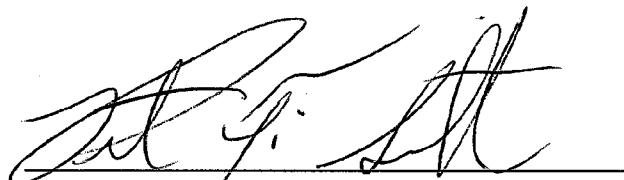
These balances are also subject to CNB's standard processing fee of \$150.00 for responding to this garnishment.

Plaintiff is also reminded that Defendant is entitled to a \$300.00 exemption.

2. No.
3. No.
4. No.
5. No.

6. No.

Date: April 17, 2007



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in the foregoing Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

CNB BANK

Dated: 4-19-07

By: Kimberly M. Olson, Records + Research
Kimberly M. Olson, Records and Research

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

LEASECOMM CORPORATION

Plaintiff

No. 2004-1027-CD

vs.

LARRY T. KEMP,

Defendant

and

CNB BANK,

Garnishee

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
Robert D. Kodak, Esquire
Kodak & Imblum, P.C.
407 North Front Street
P. O. Box 11848
Harrisburg, PA 17108-1848

CERTIFIED MAIL
Larry T. Kemp
P. O. Box 282
Smithmill, PA 16680-0282

Date: April 27, 2007

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

LEASECOMM CORPORATION
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

v.

LARRY T. KEMP
Defendant(s)

NO. 2004-1027-CD

CIVIL DIVISION - LAW

v.

CNB BANK
Garnishee

To CNB BANK, Garnishee(s)

You are hereby notified that on May 3, 2007 the following (Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$3,903.56.

DATE: May 3, 2007

Willithan
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

PETER F SMITH ESQUIRE
ATTORNEY FOR CNB BANK - GARNISHEE
P O BOX 130
CLEARFIELD PA 16830

A/ CNB BANK, Garnishee/a /as

Por este medio se le esta notificando que el _____ de _____ del 20__ el/la siguiente (Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certifico que la siguiente direccion es la del defendido/asegurado indicada en el certificado de residencia:

PETER F SMITH ESQUIRE
ATTORNEY FOR CNB BANK - GARNISHEE
P O BOX 130
CLEARFIELD PA 16830

Abogado del Demandante

COPY

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

Leasecomm Corporation
Plaintiff(s)

No.: 2004-01027-CD

Real Debt: \$3903.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry T. Kemp
Defendant(s)

Entry: \$20.00

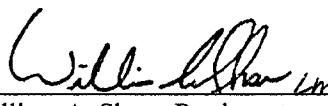
County National Bank

Instrument: Judgment against Garnishee

Date of Entry: May 3, 2007

Expires: May 3, 2012

Certified from the record this May 3, 2007



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

LEASECOMM CORPORATION

Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

v

LARRY T. KEMP

Defendant

NO. 2004-01027-CD

CIVIL ACTION - LAW

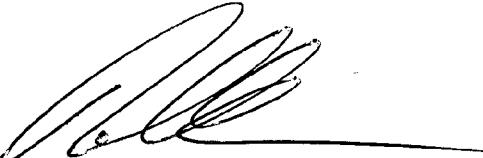
P R A E C I P E

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment as settled and satisfied in full.

TO: Clearfield County
Prothonotary

Dated: May 18, 2007


Robert D. Kodak
Attorney I.D. No. 18041

Attorney for Plaintiff

FILED

MAY 21 2007

11:05 AM

William A. Shaw
Prothonotary/Clerk of Courts

I went to ATT

Prothonotary/Clerk of Courts
William A. Shaw

MAY 21 2007

FILED

LEASECOMM CORPORATION

Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

v

LARRY T. KEMP

Defendant(s)

NO. 2004-1027-CD

v

CNB BANK

Garnishee

CIVIL ACTION - LAW

PRAECIPE

TO THE PROTHONOTARY:

Please satisfy the judgment against the Garnishee, **CNB BANK, ONLY**, in the above-captioned matter.

TO: Clearfield County
Prothonotary

Dated: May 18, 2007

Robert D. Kodak, Esquire
Attorney I.D. No. 18041

Attorney for Plaintiff



FILED
MAY 21 2007
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William A. Shaw
Prothonotary/Clerk of Courts
Prothonotary/Clerk of Courts
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FILED
MAY 21 2007

William A. Shaw
Prothonotary/Clerk of Courts