

04-1151-CD
NATIONAL CITY BANK VS HILARY A. VANDYKE

2004-1151-CD
National City Bank vs Hilary Vandyke

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

NATIONAL CITY BANK

Plaintiff

No. 04-1151-C

vs.

COMPLAINT IN CIVIL ACTION

HILARY A. VANDYKE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Gerianne Hannibal, Esquire
PA I.D. #66622
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) 434-79555

WWR#03323980

FILED 1CC Shff

JUL 29 2004 Atty pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No.

HILARY A. VANDYKE

Defendant

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.

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

COMPLAINT

1. Plaintiff is a corporation having offices in 6750 Miller Road, Brecksville, OH 44141-0000.
2. Defendant is an adult individual residing at 112 Basin Run Road, Drifting, PA 16834.
3. On or about October 11, 2001, Defendant duly executed a Promissory Note (hereinafter the "Note") in favor of Plaintiff, a true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Note, Defendant took possession of the vehicle more particularly identified in the Note as a 2001 Kia Rio.
5. Pursuant to the terms and conditions provided by the Note, the Note was assigned from Courtesy Ford, Inc. to Plaintiff.
6. Plaintiff avers that Defendant is in default of the Note by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$11,163.05 is due from Defendant as of July 6, 2004.
8. Plaintiff avers that the Note between the parties provides that Plaintiff is entitled to interest at the rate of 10.64% per annum.

9. Plaintiff avers that the Note between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

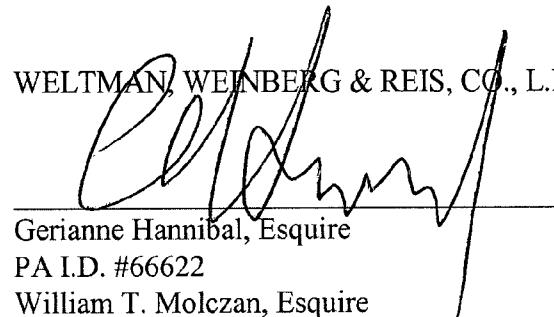
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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

WHEREFORE, Plaintiff demands judgment against Defendant, Hilary A. Vandyke, individually, in the amount of \$11,163.05 with continuing interest thereon at the Contract rate of 10.64% per annum from July 6, 2004, plus attorneys' fees of \$1,500.00 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.



Geriannne Hannibal, Esquire

PA I.D. #66622

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#:03323980

3323980

NationalCity
Complete Loan

FIXED RATE PROMISSORY NOTE

46-5733246249 987

'ULTI-STATE DEALER

National City Complete Loan is a registered trademark of National City Corporation.



DEBTOR(S) **HILARY A VAN DYKE**
Address **BASIN RUN ROAD PO BOX 112**
DRIFTING PA 16834

DEALER **COURTESY FORD INC**
Address **401 PLEASANT VALLEY BLVD**
ALTOONA, PA 16602

Date **11 OCT 01**

3 HEADINGS. The Section headings of this Note are a table of contents and not contract terms.
4 DEFINITIONS AND GENERAL TERMS. "You" or "your" means the undersigned Debtor. "National City" means National City Bank, 6750 Miller Road, Brecksville, Ohio 44141. "We", "our" or "us" means National City and its successors and assigns. "Dealer" means the Dealer named above. "Note" means this promissory note and security agreement and all related attachments and addendums. "Loan" means the loan evidenced by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 6. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies, service contracts (extended warranty) and GAP waiver (debt cancellation agreements). "Disclosure Statement" means the federal truth-in-lending disclosure statement contained in Section 7. You agree that National City is making this Loan directly to you. Dealer is not a party to this Note and is arranging the Loan on behalf of National City. Dealer has no authority to make any agreements on our behalf not contained in this Note. Disclosures in this Note are contract terms.

5 PROMISSORY NOTE. For value received, you jointly and severally promise to pay to our order the principal sum of \$ **13464.48**, which includes a processing fee of \$ **50.00**, plus interest on the outstanding principal sum outstanding and other sums owed under this Note at the per annum rate of **10.5000%**, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed after the date of this Note, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.

6 PROPERTY (for watercraft include port or marina where anchored):

YEAR, MAKE, MODEL:	NEW OR USED:	MFR'S SERIAL NUMBER (VIN):
01 KIA RIO	NEW	KNADC123816049173

7 DISCLOSURE STATEMENT.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
10.64 %	\$ 4261.60	\$ 13414.48	\$ 17779.00

You have the right to receive at this time an itemization of the amount financed. If you want an itemization of the amount financed, you must indicate here or

one will not be provided to you: Debtor initials: **/** Co-Debtor initials: **/**

Your payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
66	269.38	Monthly Beginning: 10 NOV 01

Security: You are giving us a security interest in: the Property being purchased; proceeds, unearned premiums and refunds of any Additional Products purchased with this Loan; your deposit accounts with us and our affiliates, all products and proceeds of the foregoing; and **n/a**. In any case, collateral securing other loans with us may also secure this Loan.

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

Late Charge: If a payment is late, you will be charged 10% of the payment then due or \$40, whichever is greater.

Prepayment: If you pay off early, you may have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

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

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

Insurance: The following Additional Products are not required to obtain this Loan and will not be provided unless you sign below agreeing to pay the additional premium indicated.

	TERM	PREMIUM
<input type="checkbox"/> Credit Life Insurance (Insured Only)	First 66 Mos	\$ n/a
<input type="checkbox"/> Credit Life Insurance (Insured/Joint Insured)	First 66 Mos	\$ n/a
<input type="checkbox"/> Credit Disability Insurance (Insured Only)	First 66 Mos	\$ n/a
<input type="checkbox"/> Credit Disability Insurance (Insured/Joint Insured)	First 66 Mos	\$ n/a

You desire the Additional Optional Products indicated above: Debtor initials: **/** Co-Debtor initials: **/**You may obtain Property insurance from anyone you want that is acceptable to us. If you get Property insurance from or through us, you will pay \$ **n/a** for **n/a** for **n/a** months coverage.

If this box is checked, you are required to obtain vendor's single interest insurance ("VSI") in connection with this Loan. You may obtain VSI from anyone you want that is acceptable to us. If you get VSI from or through us, you will pay \$ **n/a**.

The following Additional Products are not required to obtain this Loan and will not be provided unless you sign below agreeing to pay the additional cost indicated.

	TERM	COST
<input type="checkbox"/> Service Contract (Extended Warranty)	First 66 Mos	\$ n/a
<input type="checkbox"/> GAP Waiver (Debt Cancellation Agreement)	First 66 Mos	\$ n/a

You desire the Additional Optional Products indicated above: Debtor initials: **/** Co-Debtor initials: **/****8 DISBURSEMENT OF PROCEEDS.** You authorize us to disburse all proceeds of this Loan to the Dealer without restriction.**9 NOTICES.** You acknowledge receipt of the following notices before becoming obligated:

If you sign this Note in Iowa or Kansas: NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a prepayment charge.

If you sign this Note in Wisconsin: NOTICE TO THE CUSTOMER: 1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. 2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. 3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. 4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

[THIS SECTION INTENTIONALLY LEFT BLANK]

10 SIGNATURES. YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE ABOVE.

Debtor: Individual

Type or print name of Debtor

HILARY A VAN DYKE

 Sole Proprietorship

Debtor's signature

 Corporation/Partnership/LLC

Title (if applicable)

Debtor: Individual

Type or print name of Debtor

 Sole Proprietorship

Debtor's signature

 Corporation/Partnership/LLC

Title (if applicable)

Debtor: Individual

Type or print name of Debtor

 Sole Proprietorship

Debtor's signature

 Corporation/Partnership/LLC

Title (if applicable)

SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Exhibit
"1"

LATE CHARGE - RETURNED INSTRUMENT CHARGE: If all or any portion of any monthly payment is not received within 10 days after it is due, you must immediately accelerate the entire balance owing under this Note. You agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$10.00. Late charge, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25.

NOTICE: PURSUANT TO THE PROVISIONS OF SECTION 17110 OF THE CALIFORNIA FINANCIAL INSTITUTIONS CODE, THIS NOTE IS A DEBT SECURITY. IT IS NOT A SECURITY FOR THE PURPOSES OF SECTION 2540 OF THE CALIFORNIA CORPORATE CODE.

11. PREPAYMENT: You may voluntarily prepay the principal sum of this Note at any time. If you voluntarily prepay the principal sum in full, you agree to pay a voluntary prepayment charge. The voluntary prepayment charge will be equal to the greater of 1% of the principal balance at the time of prepayment or \$30 plus the remainder of any unearned portion of the processing fee described in Section 5. If the Property is real property you will only be charged this prepayment charge during the first 60 months of this Note. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge. This involuntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sum to the indebtedness of this Note in any manner we elect.

14. SECURITY AGREEMENT. To the extent permitted by law you grant us a security interest in the following property to secure performance of your obligations under the Note and under any other agreement with us or our affiliates (excluding the Property) (the "Obligations"): (a) the Property, including all equipment, parts, accessories and personal property used in the operation of the business of the Premises; (b) any property which you have a prior lien on your principal residence as security for future obligations we will hold in escrow for you; (c) all of your accounts (or any one, (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and related documents and all other products and proceeds of the foregoing; (d) all of your deposit accounts with us or our affiliates (except the purchasing with the proceeds of the Loan); (e) all of the products and proceeds of the foregoing. Our security interest will be a purchase money security interest for the amount of any principal and interest due under the Note and any other Obligations. You further agree that we may at any time apply proceeds and unearned premiums of any Property insurance and Additional Products to reduce the Indebtedness of this Note; and if you are not in default, we will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property.

(b) you fail to make any other payment or change owing under this Note when due; (c) you fail to keep any of your agreements under this Note or violate any term of this Note; (d) a bankruptcy petition is filed by or against you; (e) you have provided false or misleading information to us; (f) you die or are declared incompetent or incapacitated; (g) the Property is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened to be seized, or subject to, levy, attachment, condemnation, forfeiture, or other administrative or judicial proceedings; (h) a judgment is rendered against you in a court of law or administrative proceeding; (i) you do not pay any of your debts as they come due; or (j) you fail to perform any obligation under another agreement with us or our affiliates. You agree that if you are in default and in addition to any other rights and remedies we may have, we may do any of the following: (a) acceleration; the entire balance owing under this Note without prior demand, unless otherwise provided in this Note; (b) any or all of which entire balance shall be immediately due and payable. You will pay us interest on this balance at the rate in effect under this Note or acceleration even after any judgment; (b) demand that you assemble the Property and make it available to us at a place and time that we designate as convenient; (c) require you to make arrangements with us to make the Property available to us at a place and time that we designate as convenient. Then we may enter the premises where the Property is located (including a marina) and repossess it without notice or demand, and we may do any or all of the following: (a) remove, sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations under this Note; (b) recover all expenses related to retaining, holding, preparing for sale and selling the Property; and (c) reasonable attorney's fees and legal expenses as permitted by 11 U.S.C. 506 and the laws of your state; (d) cancel any Additional Product purchased with your Loan and apply any unused premiums or refunds to the amount you owe under this Note; (e) sell off any of your financial accounts with us or our affiliates (except individual retirement accounts) without prior demand.

12. ADDITIONAL PRODUCTS. In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional costs indicated in the Disclosure Statement. You may not purchase these Additional Products from any party that is acceptable to us, if you elect to purchase Additional Products, you agree that with respect to them: (a) they are subject to any limitations and conditions contained in the documentation which you have read; (c) a copy of that documentation will be sent to you by your Dealer as soon as practicable; and (d) you still must maintain all insurance required by this Note. Dealer may be retaining a portion of any Additional Products purchased with this Loan.

18. PROPERTY CONDITIONS. You agree that with respect to the Property being purchased (but, (i) it is free from all material defects, in proper operating order and fit for all intended purposes, (ii) our making this Lot was based in part upon the value and condition of the Property, as represented by you, (iii) we are not responsible for any financing you purchase and do not directly or indirectly offer, sell or provide to you and (iv) we are not an insurer, and (v) we are not responsible for any damage to the Property, except for negligent acts or omissions by us or our agents or employees, or by any third party, and (vi) we are not responsible for any damage to the Property, including any defect or warranty related to the Property).

Property are not our responsibility.

12. ADDITIONAL AGREEMENTS. You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We may assign this Note, any of its benefits or obligations at any time without your consent; (b) our rights and remedies in this Note are not exclusive; (c) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (d) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be removed, but the remaining parts will remain in effect; (e) you will waive notice of disclaim, protest, presentation, demand for payment, waiver, delay and all other notices or demands in connection with this Note; (f) you waive all defenses relating to impairment, recoupment or collateral; (g) we can charge any amount of late fees, related expenses or collection costs to your account with this Note; (h) you waive all attorney's fees and costs of collection; (i) you will pay all costs of collection, including attorney's fees, to us if you violate any of the terms of this Note; (j) you waive all attorney's fees and costs of collection, including attorney's fees, to us if you violate any of the terms of this Note; (k) we may require you to pay us the amount of any late fees, related expenses or collection costs to us if you violate any of the terms of this Note; (l) we may require you to pay us the amount of any late fees, related expenses or collection costs to us if you violate any of the terms of this Note; (m) the provisions of this Note will be governed by federal laws and the laws of Ohio, without regard to conflicts of law principles; (n) the Note, describes all agreements between you and us with respect to the Loan and there are no other agreements between you and us; (o) we may make any changes to your application, including a change in your name, address or place of the Property. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate; (p) all payments must be in lawful money of the United States; (q) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you is they are authorized to enter into and execute this Note; (r) we will not be responsible for any personal items in or on repossession Property including any license plates; (s) we will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 6 business days of the repossession and itemize such items; even if you notify us, we abstain from us any personal items not reclaimed from us within 10 business days of the repossession; (t) we can delay enforcing any of our rights without waiving such rights including acceptance of late or partial payments, payments made up in full or in smaller installments; (u) you agree that all representations, warranties, covenants or other terms of this Note shall be reasonable unless such method is required by law, in which case that method will be reasonable; (v) the Note shall be binding and enforceable by the benefit you and us and our respective successors and assigns; (w) you warrant that you are not a natural person, you are not entitled to obtain credit by the benefit of motor vehicle financing exclusively; (x) we and our agents will not share any information about you obtained for, among other things, the purpose of evaluating credit applications or offering products or services to you; (y) we will not discriminate against you based on your gender; (z) we will not discriminate against you based on your race, color, national origin, ethnicity, age, gender, marital status, or any other protected class; (aa) we will not discriminate against you based on your gender, marital status, or any other protected class; (bb) we will not discriminate against you based on your race, color, national origin, ethnicity, age, gender, marital status, or any other protected class; (cc) all actions under this Note regarding our consent are at our sole discretion, and such may never be utilized; (dd) we may terminate this Note; (ee) if this Note is not for consumer purposes or you are not a natural person, you are not entitled to obtain credit by the benefit of motor vehicle financing exclusively; (ff) all actions under this Note regarding our consent are at our sole discretion, and such may never be utilized; (gg) we may terminate this Note; (hh) Section 4 shall constitute our signature for purposes of this Note.

24 ADDITIONAL NOTICES. You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following

NOTICE TO COSIGNE

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

The following Notice applies only to transactions governed by 16 C.F.R. 433.1 et seq.

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

ARE ENFORCEABLE IN OTHER CIRCUITS OR COUNTRY. THIS AGREEMENT IS IN WRITING AND MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If you sign the Note in New Jersey, Section 18(d) and other portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires.

If you sign this Note in Pennsylvania, you intend to be legally bound by this Note.

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 Brandon Ogn
(NAME)

Bank Representative of National City, plaintiff herein, that
(TITLE) (COMPANY)

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


(SIGNATURE)

FILED

JUL 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK

VS.

VANDYKE, HILARY A.

COMPLAINT

Sheriff Docket # 16037

04-1151-CD

SHERIFF RETURNS

NOW AUGUST 26, 2004 AT 10:50 AM SERVED THE WITHIN COMPLAINT ON HILARY A. VANDYKE, DEFENDANT AT RESIDENCE, 112 BASIN RUN ROAD, DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HILARY A. VANDYKE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HUNTER

Return Costs

Cost	Description
34.87	SHERIFF HAWKINS PAID BY: ATTY CK# 8158932
10.00	SURCHARGE PAID BY: ATTY CK# 8159278

Sworn to Before Me This

29th 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 Hawkins
by Marilyn Harry
Chester A. Hawkins
Sheriff

FILED
02-3881
SEP 02 2004
E6K

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-1151-CD

HILARY A. VANDYKE

Defendant

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

Assumpsit Judgment in the amount
of \$12,965.68 plus costs.

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

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

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

Prothonotary

Hilary A. Vandyke
112 Basin Run Road
Driftin, PA 16834

By: _____
PROTHONOTARY (OR DEPUTY)

FILED

M. I. 59 A# Per 20.00
Notice to Df sent to City
OCT 20 2004

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff No. 04-1151-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

HILARY A. VANDYKE

Defendant

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#03323980
Judgment Amount \$ 12,965.68

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-1151-CD

HILARY A. VANDYKE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Hilary A. Vandyke, above named, in the default of an Answer, in the amount of \$12,965.68 computed as follows:

Amount claimed in Complaint	\$11,163.05
Interest from July 6, 2004 to October 7, 2004 at the contract interest rate of 10.64% per annum	\$302.63
Attorneys' fees	\$1,500.00
TOTAL	\$12,965.68

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#03323980

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 Defendant is: 112 Basin Run Road, Drifting, PA 16834

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 04-1151-CD

HILARY A. VANDYKE

Defendant

IMPORTANT NOTICE

TO: Hilary A. Vandyke
112 Basin Run Road
Driftin, PA 16834

Date of Notice: 9-21-04

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
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 #03323980

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
William T. Molczan
PA I.D. #47437
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WWR#03323980

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

National City Bank
Plaintiff(s)

No.: 2004-01151-CD

Real Debt: \$12,965.68

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Hilary A. VanDyke
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