

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

National City Bank vs Hilary Vandyke
2004-1151-CD

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

NATIONAL CITY BANK

Plaintiff

vs.

HILARY A. VANDYKE

Defendant

No. 04-1151-CD

COMPLAINT IN CIVIL ACTION

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 ICC Shff
m/ 2:33 PM July 29 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No.

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.

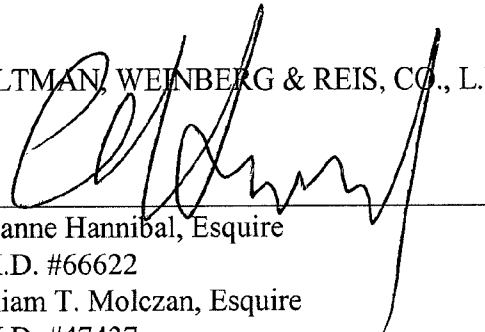
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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.



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) 434-7955

WWR#:03323980

National City
Complete Loan

FIXED RATE PROMISSORY NOTE

46-5733246249 087

ULTI-STATE DEALER

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



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

2 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 Debtors. "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 agreement). "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 capitalizing 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 %	\$ 4364.60	\$ 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.

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

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 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	\$ <u>n/a</u>
<input type="checkbox"/> GAP Waiver (Debt Cancellation Agreement)	First 66 Mos	\$ <u>n/a</u>

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 ☐ Sole Proprietorship ☐ Corporation/Partnership/LLC
HILARY A VAN DYKE X Debtor's signature Title (if applicable)
Type or print name of Debtor
Debtor: ☐ Individual ☐ Sole Proprietorship ☐ Corporation/Partnership/LLC
X Debtor's signature Title (if applicable)
Type or print name of Debtor
Debtor: ☐ Individual ☐ Sole Proprietorship ☐ Corporation/Partnership/LLC
X Debtor's signature Title (if applicable)
Type or print name of Debtor

SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Exhibit
"1"

11 LATE CHARGE, RETURNED INSTRUMENT CHARGE. If all or any portion of any monthly payment is not received within 10 days after it is due and we do not receive 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 \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us, unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25.

12 INSURANCE. You are required to insure the Property until the Loan is paid in full or we sell the Property. You have the risk of loss of the Property and shall be responsible for its loss or damage. We require VSI for the term of this Note. VSI is not required and cannot be obtained from us. You agree to obtain primary coverage from an insurance company acceptable to us. The following types and amounts with National City listed as loss payee: (a) if the Property is other than real property, insurance must consist of theft, collision, and comprehensive with no more than \$1,000 deductible; (b) if the Property is real property, insurance must consist of fire, all risk, perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance must be for an amount at least equal to the outstanding indebtedness of this Note or the replacement cost of the Property, whichever is less. All insurance proceeds we receive (including a refund of premium) may at our option be used to repair, or replace the Property, if the Property is real property. If the Property is real property, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverages at your expense which we believe are necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to this Note or our interest in the Property. You must promptly provide us with evidence of this required insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is P.O. Box 5700, Cleveland, OH 44101-0570. You irrevocably authorize us as your agent and on your behalf to negotiate, settle and release any claim under your insurance or under any insurance which may insure related to our interests in the Property and to receive and sign all related papers and documents on your behalf and on behalf of other insureds available to you. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN.**

13 PREPAYMENT. You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note 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 \$50 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 sums 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 this Note and under any other agreement with us or our affiliates (except for the Property if it is a principal residence): (a) the Property including all equipment, parts, accessories and personal property which are necessary to the use of the Property; (b) all proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums of refunds of any Additional Products if their price is included in the Loan; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) the proceeds and proceeds of the foregoing. Our security interest will be a purchase money security interest for the foregoing purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of 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.

15 PROPERTY MAINTENANCE AND USE. You will keep the Property properly licensed and registered at all times until this Loan ends. You must title and register the Property within 15 days of this Note at your cost. If the Property is a watercraft you will only use it as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard. You will promptly pay all fees, fines, tickets and taxes related to this Loan and the Property, except our income taxes. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, taxes and adverse claims. You will service the Property at your own expense under the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality, or allow it to become a future without our prior written consent. If the Property is real property, you will use the Property for the purposes intended by the Property. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the state where first titled or registered (or from the location given in Section 3 of this application if it is watercraft) for more than 30 days without our prior written consent; (d) if we consent to such use of the Property, you will pay all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest, and a \$30 administration fee where permitted by law; (e) as a private or public carrier; (f) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (g) unless they were listed on your Loan application as a driver, or we consent in writing.

16 DEFAULT AND REMEDIES. You agree that you will be in default under this Note if: (a) you fail to make any payment under this Note when due; (b) you fail to make any other payment or charge 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 unusable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative action; (h) you are declared bankrupt or insolvent; (i) a judgment is rendered against you in a court of competent jurisdiction; (j) you are in default and in addition to any other rights and remedies we have under law, we may do any of the following: (a) accelerate the entire balance owing under this Note without prior demand, unless otherwise required by law; (b) demand that you assemble the Property with such demand; (c) repossess the Property without prior demand, unless otherwise required by law; (d) we may enter the premises where the Property is located (including a marina) and repossess it without a breach of the peace. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (e) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorney's fees and legal expenses as permitted by 11 U.S.C. 505 and the laws of your state; (f) cancel any Additional Products purchased with this Loan and apply any unearned premiums or refunds to the amount you owe under this Note; (g) cancel any deposit accounts with us or our affiliates (except individual retirement accounts) without prior demand.

17 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 cost indicated in the Disclosure Statement. You may purchase these Additional Products from any dealer or provider we select. If you elect to purchase Additional Products, you agree that with respect to these Additional Products: (a) they are only in connection with your purchase and did not directly or indirectly provide them to you; (b) they are subject to any limitations and conditions contained in their documentation which you have read; (c) a copy of their documentation will be sent to you by Dealer as soon as practicable; and (d) you 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 CONDITION. You agree that with respect to the Property being purchased that: (a) it is free from all material defects, in proper operating order and fit for all intended purposes; (b) our making this Loan was based in part upon the value and condition of the Property as represented by you; (c) we are only financing your purchase and did not directly or indirectly cause or provide for the sale or purchase of the Property; (d) we are not a seller, supplier, merchant or warrantor. Accordingly, except for rights afforded by a holder being retained by 16 C.F.R. 433.1, any claims relating to the Property, including any defect or warranty related to the Property, are not our responsibility.

19 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; (b) we may assign this Note to any third party at any time without your consent; (c) our rights and remedies in this Note are not exclusive; (d) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (e) 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 void, but the remaining parts will remain in effect; (f) you waive notice of dishonor, protest, presentment, demand for payment, waiver, delay and all other notices or demands in connection with this Note; (g) you waive all defenses relating to impairment of, recourse or collateral, and we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or obtaining consent from any other party; (h) we can correct errors in this Note provided in 15 U.S.C. 1640 upon notice to you even if they are contrary to the terms and you agree to be bound by such corrections; (i) you can change any term of this Note only in a writing signed by us; (j) our decision to make this Loan, the making of this Loan, and the disbursement of all proceeds were made in Ohio. The provisions of this Note will be governed by federal laws and the laws of Ohio without regard to conflict of law principles; (k) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements; (l) we are authorized to make any notice or correspondence to you by first class mail to your last known address indicated on our records; (m) you will provide us with 10 days' prior written notice of any change in any information or information including a change in your name, address or location 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; (n) all payments must be in lawful money of the United States; (o) if you are a natural person you are competent to enter into this Note and if you are not a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (p) we will not be responsible for any personal claims in or on repossessed Property including any license plates. We will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 5 business days of the repossession and identify such items. Even if you notify us, you abandon to us any claim or interest in the Property within 10 business days of the repossession; (q) we can delay enforcing any of our rights without losing them including acceptance of title or partial payments, payments marked paid in full or with similar words; (r) you agree that our application of your payments or other proceeds shall be reasonable unless another method is required by law. In which case that method shall be reasonable; (s) this Note shall be binding and inure to the benefit of you and our respective successors and assigns; (t) you waive any rights to confidentiality and authorize us to obtain any information about you held by the bureau of motor vehicles or similar entity; (u) we and our affiliates may share all information about you obtained for, among other things, the purposes of evaluating credit applications or offering you products or services we believe may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared. If you tell us by writing to us at P.O. Box 54885, Cleveland, OH 44101-4885; (v) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (w) if this loan is not for a consumer purpose or you are not a natural person, you are not entitled to any rights afforded consumers under applicable law or regulations; (x) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; and (y) our typewritten name in Section 4 shall constitute our signature for purposes of this Note.

20 ADDITIONAL NOTICES. You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Cosigner, bank means us.

NOTICE TO COSIGNER

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 if you have to, and that you want to accept this responsibility. You may have to pay 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.

If you sign this Note in Iowa and the principal amount of this Loan exceeds \$20,000, **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

If you sign this Note in New Jersey, Section 17-2(c) 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 must be legally bound by this Note.

© 1993 National City Corporation. NC Form No. 11-0685-01 (09/93)
AZ: CAG, CT: CC, FL: CAG, IL: CAG, IN: CAG, KY: CAG, LA: MA: MU, MI: MN, MO: NO, NE: NJ, NY: CAG, OK: CAG, PA: CAG, SC: CAG, TN: CAG, TX: CAG, VA: WIK, WV: CAG
Printed by Bankers Systems, Inc. Form NC6-FR-MSD (3/16/93)

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 Dean
(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

26th Day Of Sept 2004

William A. Shaw
WILLIAM A. SHAW

Prothonotary

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

So Answers,

Chester A. Hawkins
by Mauley Harris

Chester A. Hawkins

Sheriff

FILED ^{E.6K}
01/23/2004
SEP 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

COPIES

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

(xx) 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.

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

Prothonotary

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

By: _____
PROTHONOTARY (OR DEPUTY)

FILED

m/l: 59 A# p# 20.00
Notice to Def. Sent to atty.
OCT 20 2004

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

HILARY A. VANDYKE

Defendant

No. 04-1151-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#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
Drifting, PA 16834

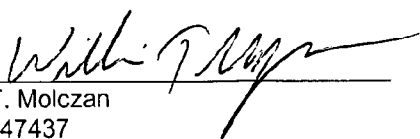
Date of Notice: 9-21-01

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

CLEARFIELD COUNTY

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

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

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

WWR #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
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

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