

04-1229-CD  
NATIONAL CITY BANK VS PAUL D. PATRICK, et al

National City vs Paul Patrick et al  
2004-1229-CD

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

NATIONAL CITY BANK

Plaintiff

vs.

PAUL D. PATRICK AND  
VICKIE L. PATRICK

Defendants

No. 2004-1229-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#03324060

3-16-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw GK  
Deputy Prothonotary

11-30-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

FILED

AUG 11 2004  
M131451 WWS  
William A. Shaw  
Prothonotary/Clerk of Courts  
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IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NATIONAL CITY BANK

Plaintiff

No.

vs.

PAUL D. PATRICK AND  
VICKIE L. PATRICK

Defendants

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE

LAWYER REFERRAL SERVICE  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300-1301

## COMPLAINT

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141-0000.
2. Defendants are adult individuals residing at 186 Patrick Lane , Mahaffey, PA 15757.
3. On or about November 24, 1998, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 1999 Dodge Dakota, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendants was to make 60 (Sixty) payments of \$296.94, commencing November 26, 1999, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 60 (Sixty) months after it commenced.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,309.41 as of July 9, 2004 is due from Defendants.

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

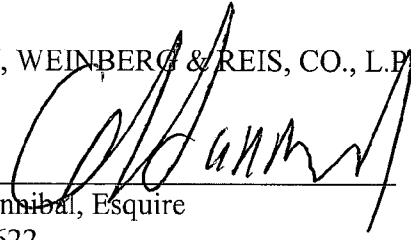
10. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, Paul D. Patrick and Vickie L. Patrick, jointly and severally, in the amount of \$ 6,309.41 with continuing interest thereon at the legal rate 6.00% per annum from July 9, 2004 plus attorneys' fees of \$1,000.00 and costs.

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

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

A handwritten signature in black ink, appearing to read 'Hannibal', is written over a horizontal line.

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#03324060

LESSOR AND LESSOR

1. Lessor's Name: **National City Bank of Pennsylvania**  
 2. Lessor's Address: **1000 Locust Street, Philadelphia, PA 19106-3676**  
 3. Lessor's Phone: **215-578-1575**

National City Bank of Pennsylvania

If this box is checked, this Lease is assigned to National City: ☐

4. Vehicle Description: **1999 Dodge Dakota**  
 5. Vehicle Identification Number: **1B7B622X3B147735**

VEHICLE DESCRIPTION

Year	Make	Model	Body Style	Engine	Vehicle Identification Number
1999	Dodge	Dakota	TR	169	1B7B622X3B147735
Primary User	Personal, Family or Business	Commercial			
1999	Chevrolet	S-10	Body Style		

To Reach US Call: **1-800-622-8035**

MONTHLY PAYMENTS

1. Monthly Payment: **\$296.94**  
 2. Total Monthly Payments: **\$296.94**  
 3. Total Monthly Payments: **\$296.94**  
 4. Total Monthly Payments: **\$296.94**

OTHER CHARGES

1. Disposition Fee: **\$300.00**  
 2. Excess Mileage Fee: **\$0.00**  
 3. Late Fee: **\$0.00**  
 4. Total: **\$300.00**

TOTAL OF PAYMENTS

1. Total of Payments: **\$1227.94**

AMOUNT DUE AT LEASE SIGNING OR DELIVERY

1. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 2. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 3. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 4. Amount Due at Lease Signing or Delivery: **\$1227.94**

5. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 6. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 7. Amount Due at Lease Signing or Delivery: **\$1227.94**  
 8. Amount Due at Lease Signing or Delivery: **\$1227.94**

Exhibit "1"

YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

1. Depreciation and any Amortized Amount: **\$1146.85**  
 2. Rent Charge: **\$4928.95**  
 3. Total of Base Monthly Payments: **\$16345.80**  
 4. Lease Term: **60**  
 5. Base Monthly Payment: **\$272.48**  
 6. Monthly Sales Tax: **\$24.58**  
 7. Total Monthly Payment: **\$296.94**

8. Depreciation and any Amortized Amount: **\$1146.85**  
 9. Rent Charge: **\$4928.95**  
 10. Total of Base Monthly Payments: **\$16345.80**  
 11. Lease Term: **60**  
 12. Base Monthly Payment: **\$272.48**  
 13. Monthly Sales Tax: **\$24.58**  
 14. Total Monthly Payment: **\$296.94**

EXCESS WEAR AND USE

1. Excess Wear and Use: **\$1500.00**  
 2. Excess Wear and Use: **\$1500.00**  
 3. Excess Wear and Use: **\$1500.00**  
 4. Excess Wear and Use: **\$1500.00**

5. Excess Wear and Use: **\$1500.00**  
 6. Excess Wear and Use: **\$1500.00**  
 7. Excess Wear and Use: **\$1500.00**  
 8. Excess Wear and Use: **\$1500.00**

PURCHASE OPTION AT END OF LEASE TERM

1. Purchase Option at End of Lease Term: **\$1500.00**  
 2. Purchase Option at End of Lease Term: **\$1500.00**  
 3. Purchase Option at End of Lease Term: **\$1500.00**  
 4. Purchase Option at End of Lease Term: **\$1500.00**

5. Purchase Option at End of Lease Term: **\$1500.00**  
 6. Purchase Option at End of Lease Term: **\$1500.00**  
 7. Purchase Option at End of Lease Term: **\$1500.00**  
 8. Purchase Option at End of Lease Term: **\$1500.00**

ESTIMATED OTHER FEES AND TAXES

1. Estimated Other Fees and Taxes: **\$1500.00**  
 2. Estimated Other Fees and Taxes: **\$1500.00**  
 3. Estimated Other Fees and Taxes: **\$1500.00**  
 4. Estimated Other Fees and Taxes: **\$1500.00**

5. Estimated Other Fees and Taxes: **\$1500.00**  
 6. Estimated Other Fees and Taxes: **\$1500.00**  
 7. Estimated Other Fees and Taxes: **\$1500.00**  
 8. Estimated Other Fees and Taxes: **\$1500.00**

WARRANTY

1. Warranty: **\$1500.00**  
 2. Warranty: **\$1500.00**  
 3. Warranty: **\$1500.00**  
 4. Warranty: **\$1500.00**

5. Warranty: **\$1500.00**  
 6. Warranty: **\$1500.00**  
 7. Warranty: **\$1500.00**  
 8. Warranty: **\$1500.00**

LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS

1. Lessor Makes No Warranties or Representations: **\$1500.00**  
 2. Lessor Makes No Warranties or Representations: **\$1500.00**  
 3. Lessor Makes No Warranties or Representations: **\$1500.00**  
 4. Lessor Makes No Warranties or Representations: **\$1500.00**

5. Lessor Makes No Warranties or Representations: **\$1500.00**  
 6. Lessor Makes No Warranties or Representations: **\$1500.00**  
 7. Lessor Makes No Warranties or Representations: **\$1500.00**  
 8. Lessor Makes No Warranties or Representations: **\$1500.00**

CREDIT INSURANCE AND MECHANICAL BREAKDOWN PROTECTION

1. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 2. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 3. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 4. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**

5. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 6. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 7. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**  
 8. Credit Insurance and Mechanical Breakdown Protection: **\$1500.00**

LOW MILEAGE NOTICE

1. Low Mileage Notice: **\$1500.00**  
 2. Low Mileage Notice: **\$1500.00**  
 3. Low Mileage Notice: **\$1500.00**  
 4. Low Mileage Notice: **\$1500.00**

5. Low Mileage Notice: **\$1500.00**  
 6. Low Mileage Notice: **\$1500.00**  
 7. Low Mileage Notice: **\$1500.00**  
 8. Low Mileage Notice: **\$1500.00**

SIGNATURES

1. Signatures: **\$1500.00**  
 2. Signatures: **\$1500.00**  
 3. Signatures: **\$1500.00**  
 4. Signatures: **\$1500.00**

5. Signatures: **\$1500.00**  
 6. Signatures: **\$1500.00**  
 7. Signatures: **\$1500.00**  
 8. Signatures: **\$1500.00**

YOU AGREE TO ALL PROVISIONS OF THIS LEASE

1. You Agree to All Provisions of This Lease: **\$1500.00**  
 2. You Agree to All Provisions of This Lease: **\$1500.00**  
 3. You Agree to All Provisions of This Lease: **\$1500.00**  
 4. You Agree to All Provisions of This Lease: **\$1500.00**

5. You Agree to All Provisions of This Lease: **\$1500.00**  
 6. You Agree to All Provisions of This Lease: **\$1500.00**  
 7. You Agree to All Provisions of This Lease: **\$1500.00**  
 8. You Agree to All Provisions of This Lease: **\$1500.00**

Business Lease Name (Commercial Lease Only)

1. Business Lease Name: **\$1500.00**  
 2. Business Lease Name: **\$1500.00**  
 3. Business Lease Name: **\$1500.00**  
 4. Business Lease Name: **\$1500.00**

5. Business Lease Name: **\$1500.00**  
 6. Business Lease Name: **\$1500.00**  
 7. Business Lease Name: **\$1500.00**  
 8. Business Lease Name: **\$1500.00**

By (Signature)

1. By (Signature): **\$1500.00**  
 2. By (Signature): **\$1500.00**  
 3. By (Signature): **\$1500.00**  
 4. By (Signature): **\$1500.00**

5. By (Signature): **\$1500.00**  
 6. By (Signature): **\$1500.00**  
 7. By (Signature): **\$1500.00**  
 8. By (Signature): **\$1500.00**

Lesser Name

1. Lesser Name: **\$1500.00**  
 2. Lesser Name: **\$1500.00**  
 3. Lesser Name: **\$1500.00**  
 4. Lesser Name: **\$1500.00**

5. Lesser Name: **\$1500.00**  
 6. Lesser Name: **\$1500.00**  
 7. Lesser Name: **\$1500.00**  
 8. Lesser Name: **\$1500.00**

Guaranty

1. Guaranty: **\$1500.00**  
 2. Guaranty: **\$1500.00**  
 3. Guaranty: **\$1500.00**  
 4. Guaranty: **\$1500.00**

5. Guaranty: **\$1500.00**  
 6. Guaranty: **\$1500.00**  
 7. Guaranty: **\$1500.00**  
 8. Guaranty: **\$1500.00**





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.

Brandon Dean  
(SIGNATURE)

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

NATIONAL CITY BANK

VS.

PATRICK, PAUL D. & VICKIE L.

COMPLAINT

Sheriff Docket #

16100

04-1229-CD

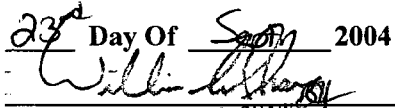
**SHERIFF RETURNS**

NOW SEPTEMBER 21, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO PAUL D. PATRICK and VICKIE L. PATRICK, DEFENDANTS. SEVERAL ATTEMPTS, NOT HOME. ACCORDING TO PHONE CONVERSATION WITH PAUL PATRICK HE IS OVER THE ROAD TRUCK DRIVER. DEFENDANTS ARE SEPARATED. ATTEMPTED IN EVENING ALSO.


**Return Costs**

Cost	Description
52.37	SHERIFF HAWKINS PAID BY: ATTY CK# 8159743
20.00	SURCHARGE PAID BY: ATTY CK# 8159744

Sworn to Before Me This

23<sup>rd</sup> Day Of Sept 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED** <sup>EG</sup>  
018:4934  
SEP 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

PAUL D. PATRICK AND  
VICKIE L. PATRICK

Defendants

No. 2004-1229-C0

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

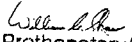
COUNSEL OF RECORD OF  
THIS PARTY:

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#03324060

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

AUG 11 2004

Attest.

  
Prothonotary/  
Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

No.

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LAWYER REFERRAL SERVICE  
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Clearfield County Courthouse  
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Clearfield, PA 16830  
(814) 765-2641, ext. 1300-1301

## COMPLAINT

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141-0000.
2. Defendants are adult individuals residing at 186 Patrick Lane , Mahaffey, PA 15757.
3. On or about November 24, 1998, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 1999 Dodge Dakota, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendants was to make 60 (Sixty) payments of \$296.94, commencing November 26, 1999, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 60 (Sixty) months after it commenced.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,309.41 as of July 9, 2004 is due from Defendants.

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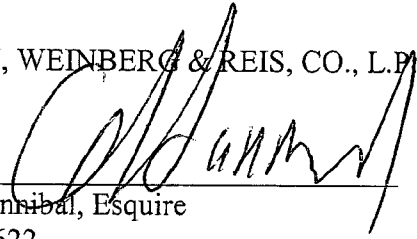
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11. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, Paul D. Patrick and Vickie L. Patrick, jointly and severally, in the amount of \$ 6,309.41 with continuing interest thereon at the legal rate 6.00% per annum from July 9, 2004 plus attorneys' fees of \$1,000.00 and costs.

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

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

A handwritten signature in black ink, appearing to read 'G. Hannibal', is written over a horizontal line.

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#03324060

**National City**  
CITY OF PENNSYLVANIA

01-32075

NOV 30 1998  
AUTO LEASE DEPT.

VEHICLE DESCRIPTION

1999 Dodge Dakota  
1985 Chevrolet S-10

National City Bank Of Pennsylvania

If this box is checked, this Lease is assigned to National City.

Vehicle Description: 1999 Dodge Dakota, 1985 Chevrolet S-10. Vehicle Identification Number: 1B7B622X3X2147733.

VEHICLE DESCRIPTION

Year	Make	Model	Body Style	Odometer Reading	Vehicle Identification Number
1999	Dodge	Dakota	TR	169	1B7B622X3X2147733
Year	Make	Model	Body Style		
1985	Chevrolet	S-10			

To Reach Us Call: 1-800-622-8035

MONTHLY PAYMENTS

Amount Due at Lease Signing or Delivery	1227.94
Monthly Payment	296.94
Amount Due at End of Lease	1602.75
Total Monthly Payments	1602.75

OTHER CHARGES

A. Depreciation Fee	300.00
B. Excess Mileage Fee	N/A
C. Late Fee	N/A
D. Total	300.00

TOTAL OF PAYMENTS

Total of Payments	1674.40
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ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery	500.00
B. First Monthly Payment	296.94
C. Security Deposit	N/A
D. Title Fee	27.50
E. Registration Fee	58.50
F. License Fee	5.00
G. Doc Fee	8.00
H. Total	1227.94

OTHER CHARGES

A. Amount Due at Lease Signing or Delivery	500.00
B. First Monthly Payment	296.94
C. Security Deposit	N/A
D. Title Fee	27.50
E. Registration Fee	58.50
F. License Fee	5.00
G. Doc Fee	8.00
H. Total	1227.94

YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A. Depreciation and any Amortized Amounts	11416.25
B. Rent Charge	4928.95
C. Total of Base Monthly Payments	16345.20
D. Lease Term	60
E. Base Monthly Payment	272.42
F. Monthly Sales Tax	34.56
G. Total Monthly Payment	296.94

A. Depreciation and any Amortized Amounts	11416.25
B. Rent Charge	4928.95
C. Total of Base Monthly Payments	16345.20
D. Lease Term	60
E. Base Monthly Payment	272.42
F. Monthly Sales Tax	34.56
G. Total Monthly Payment	296.94

EXCESS MILEAGE CHARGE

15000 miles per year, for a total of 75000 miles.

EXCESS MILEAGE CHARGE

15000 miles per year, for a total of 75000 miles.

PURCHASE OPTION AT END OF LEASE TERM

You have the option to purchase the Vehicle "AS IS" at the end of the Lease Term for a sum of 10% of the Residual Value plus any Total Monthly Payments overdue and any other past due amounts owing under the Lease plus all other charges.

PURCHASE OPTION AT END OF LEASE TERM

You have the option to purchase the Vehicle "AS IS" at the end of the Lease Term for a sum of 10% of the Residual Value plus any Total Monthly Payments overdue and any other past due amounts owing under the Lease plus all other charges.

ESTIMATED OPTIONAL FEES AND TAXES

The total estimated amount you will pay for optional fees and taxes on the term of your Lease is shown below.

ESTIMATED OPTIONAL FEES AND TAXES

The total estimated amount you will pay for optional fees and taxes on the term of your Lease is shown below.

WARRANTY

The Vehicle is covered by the standard manufacturer's warranty unless the lessor has elected to use a vehicle covered by the warranty (or lack of warranty) described below.

WARRANTY

The Vehicle is covered by the standard manufacturer's warranty unless the lessor has elected to use a vehicle covered by the warranty (or lack of warranty) described below.

CREDIT INSURANCE AND MECHANICAL BREAKDOWN PROTECTION

You may wish to purchase the following additional products as indicated below:

CREDIT INSURANCE AND MECHANICAL BREAKDOWN PROTECTION

You may wish to purchase the following additional products as indicated below:

LOW MILEAGE NOTICE

If this box is checked, this is a low mileage lease. If you routinely drive more than 12,000 annual miles (or 100 miles per month), you should enter into the National City standard high mileage lease and not this Lease.

LOW MILEAGE NOTICE

If this box is checked, this is a low mileage lease. If you routinely drive more than 12,000 annual miles (or 100 miles per month), you should enter into the National City standard high mileage lease and not this Lease.

SIGNATURES

YOU AGREE TO ALL PROVISIONS OF THIS LEASE. BY SIGNING THIS LEASE, YOU AGREE TO ALL PROVISIONS OF THIS LEASE. IF YOU ARE NOT SURE, SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

SIGNATURES

YOU AGREE TO ALL PROVISIONS OF THIS LEASE. BY SIGNING THIS LEASE, YOU AGREE TO ALL PROVISIONS OF THIS LEASE. IF YOU ARE NOT SURE, SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Business Lease Name (Commercial Lease Only)

By (Signature)

Business Lease Name (Commercial Lease Only)

By (Signature)

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Signature of Lessee

Signature of Lessor

Exhibit "1"





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.

Brandon Dean

(SIGNATURE)

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

NATIONAL CITY BANK

Plaintiff

vs.

PAUL D. PATRICK AND  
VICKIE L. PATRICK

Defendants

No. 2004-1229-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#03324060

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

AUG 11 2004

Attest.

*William T. Molczan*  
Prothonotary/  
Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

No.

vs.

PAUL D. PATRICK AND  
VICKIE L. PATRICK

Defendants

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE

LAWYER REFERRAL SERVICE  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300-1301

## COMPLAINT

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141-0000.
2. Defendants are adult individuals residing at 186 Patrick Lane , Mahaffey, PA 15757.
3. On or about November 24, 1998, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 1999 Dodge Dakota, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendants was to make 60 (Sixty) payments of \$296.94, commencing November 26, 1999, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 60 (Sixty) months after it commenced.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 6,309.41 as of July 9, 2004 is due from Defendants.

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

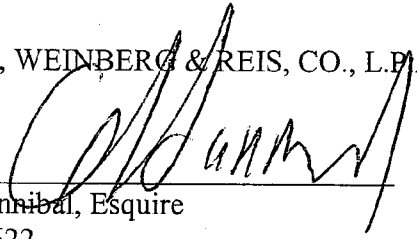
10. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, Paul D. Patrick and Vickie L. Patrick, jointly and severally, in the amount of \$ 6,309.41 with continuing interest thereon at the legal rate 6.00% per annum from July 9, 2004 plus attorneys' fees of \$1,000.00 and costs.

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

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

A handwritten signature in black ink, appearing to read 'G. Hannibal', is written over a horizontal line.

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

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Pittsburgh, PA 15219

(412) 434-79555

WWR#03324060





16

**LATE CHARGE; RETURNED INSTRUMENT CHARGE.** If all or any portion of a Total Monthly Payment is not received within 10 days after it is due and Lessor does not terminate this Lease, You will pay a late charge in the amount of 5% of the scheduled payment, excluding the late fee. This late charge will not exceed \$250.00 if You sign this Lease in Kansas. If You sign this Lease in Maine, the late charge will not exceed \$100.00 and will only be due if all or any portion of a Total Monthly Payment is not received within 15 days after it is due and Lessor does not terminate this Lease. If You sign this Lease in Iowa, a late charge will not be assessed if any check, draft or order or other similar instrument is returned to Lessor unpaid for any reason, including, but not limited to, non-sufficient funds. You will pay a returned instrument charge of \$20.00, to the extent allowed by applicable law. However, if You sign this Lease in Louisiana, Missouri, North Dakota, West Virginia or Wyoming, the returned instrument charge will be \$15.00.

17

**VEHICLE INSURANCE.** You must insure the Vehicle during the term of this Lease and the insurance must be acceptable to Lessor and protect You and National City with (1) comprehensive and third party liability insurance with a minimum deductible amount of \$500.00; (2) collision insurance with a minimum deductible amount of \$500.00; (3) automobile liability insurance with minimum limits for bodily injury or death of \$100,000/000/000 for any one person and \$300,000/000/000 for any one accident and \$500,000/000/000 for property damage; and (4) uninsured motorists coverage and any liability coverage as required by law. You will list the insurer as National City Bank, P.O. Box 9156, Cleveland, OH 44101-0156. You must give Lessor evidence of this insurance. Indemnify and hold Lessor harmless for any damages, claims, suits, judgments, settlements, costs, expenses, attorney's fees and other items payable to You. This agency shall be coupled with an interest and shall not be revoked by or death, illness, disability or incapacity. You also assign to Lessor any other insurance proceeds related to the Lease or Lessor's interest in the Vehicle. LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE.

18

**VEHICLE OPERATION.**  
A. **Vehicle Maintenance and Operating Costs.** You must maintain and service the Vehicle at your own expense. This includes following the owner's manual and maintenance schedule and making all needed repairs. If You do not do so, Lessor may, at its sole option, do so and add the cost to the Lease. You are also responsible for all operating costs such as gas, oil, anti-freeze and replacement tires. You will return the Vehicle at the end of this Lease in good condition, except for normal wear.  
B. **Vehicle Use.** You will not use, or permit others to use, the Vehicle: (1) in violation of any law; (2) contrary to the provisions of any insurance policy covering the Vehicle; (3) outside the state where first titled or registered for more than 30 days without Lessor's written consent; (4) outside the United States, except for less than 30 days in Canada; or (5) as a private or public carrier. You will keep the Vehicle off of any off-highway areas and off-road vehicles.  
C. **Taxes, Registration and Titling.** You will promptly pay all fees, charges and taxes related to this Lease and Vehicle, except Lessor's income taxes, even if they are assessed after Lease end. This includes any increase in Monthly Sales Tax. Tax or property taxes may be required by the applicable taxing authority. The Vehicle will be titled and registered as directed by Lessor. You must title and register the Vehicle within 15 days of this Lease at your cost.

19

**PURCHASE OPTION.**  
A. **End of Lease Term.** At scheduled Lease termination, You may purchase the Vehicle "AS IS" for a sum up to:  
(1) 105% of the Residual Value;  
(2) Plus any Total Monthly Payments overdue and any other past due amounts owing under the Lease;  
(3) Plus the Termination Fee;  
(4) Plus any official fees, taxes and other charges.  
B. **Prior to End of Lease Term.** Prior to scheduled Lease termination and provided you are not in default, You may purchase the Vehicle "AS IS" for a sum equal to the Early Termination Liability as described in Section 23(C) below, excluding the fees shown in Section 23(C)(7).

20

**VEHICLE RETURN.** If You exercise your Purchase Option, You may keep the Vehicle and will not be responsible for excess wear or excess mileage. If You do not exercise your Purchase Option, You must return the Vehicle to a place Lessor specifies. If You fail to return the Vehicle, You must continue to make your Total Monthly Payments to Lessor on a month-to-month basis as approved by Lessor, but in no circumstance can the Lease Term continue for more than 12 months after the scheduled Lease termination date. Payment of these amounts will not allow You to keep the Vehicle.

21

**EXCESS WEAR.** You are responsible for all repairs to the Vehicle that are the result of normal wear. These repairs include, but are not limited to those necessary to repair or replace: (A) tires which are unbalanced, unsafe or less than 1/8 inch of remaining tread in any place; (B) electrical or mechanical defects or malfunctions; (C) glass, paint, body panels, trim and grill which are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (D) interior rips, stains, burns or worn areas; and (E) all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Repairs must be made with original equipment manufacturer parts or those of equal quality. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the termination of this Lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Lessor's sale of the Vehicle.

22

**SCHEDULED TERMINATION.** Except for Early Termination, Default, and the exercise of your Purchase Option at the end of the Lease Term, this Lease will terminate and end upon: (A) the end of the Lease Term; (B) return of the Vehicle to Lessor; and (C) your payment of all amounts owed to the Lessor under this Lease including the Termination Fee and any amounts owed for excess wear and excess mileage.

23

**EARLY TERMINATION.**  
A. **Lessor's Right to Terminate Early.** You may terminate this Lease before the end of the Lease Term if You are not in Default by returning the Vehicle to Lessor. If You do not exercise your purchase option, the charge for such early termination is the Early Termination Liability as defined below.  
B. **Lessor's Right to Terminate Early.** We may terminate this Lease before the end of the Lease Term if You are in Default. If You do not exercise your purchase option, upon such termination we shall be entitled to the following charges: (1) the Early Termination Liability as defined below; plus (2) all expenses related to obtaining, storing and selling the Vehicle, including reasonable attorney's fees and court costs as permitted by law.  
C. **Early Termination Liability.** Early Termination Liability is calculated as follows:  
(1) **The Termination Fee;**  
(2) **Plus any Total Monthly Payments overdue and any other past due amounts owing under the Lease;**  
(3) **Plus any official fees and taxes and other charges;**  
(4) **Plus 105% of the Residual Value;**  
(5) **Plus the sum of your remaining or unscheduled Total Monthly Payments until the end of the Lease Term;**  
(6) **Minus unearned Rent Charges included in your remaining or unscheduled Total Monthly Payments, calculated according to the actuarial method.** The term "actuarial method" means the method of allocating these Monthly Payments between: (a) the reduction of the Adjusted Capitalized Cost for the Residual Value over the Lease Term; and (b) Rent Charges. Under this method, a Rent Monthly Payment is applied first to the accumulated Rent Charge and any remainder is subtracted from, or any deficiency is added to, the balance of the Adjusted Capitalized Cost.  
(7) **Minus the Realized Value of the Vehicle.**  
(8) **Only if You elected the Advance Payment Option, minus an amount equal to the product of the Total Monthly Payments times the number of unscheduled months in the Lease Term.** If this value is less than the sum of (1) through (7) above, then Lessor agrees to pay to You the amount by which it is greater.  
D. **Adjusted Value.** The Realized Value of the Vehicle may be determined in one of the following ways:  
(1) **You and Lessor agree to an amount in writing;**  
(2) **Within 10 days of early termination, You may obtain a fair market value appraisal from an independent third party acceptable to both You and Lessor, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. The appraised value shall be the lesser of the Realized Value or;**  
(3) **The net amount received by Lessor upon the sale of the Vehicle in a reasonably reasonable manner.**

24

**DEFAULT.**  
A. **Default.** You will be in Default under this Lease if You: (1) fail to make any Total Monthly Payment when due; (2) fail to keep any agreement under this Lease; (3) break any pertinent law; or (4) You have provided in a written acknowledgment of default when applying for this Lease. (5) You do not exercise your purchase option or lease renewal; (6) the Vehicle is lost, stolen, destroyed, repossessed, damaged or otherwise subject to legal action; (7) You do not comply with any other terms, conditions or covenants of this Lease; or (8) You do not perform any obligation under any other agreement with Lessor or Lessor's affiliates.  
B. **Remedies.** If You are in Default, Lessor may, in addition to all applicable remedies under law without notice or prior demand (unless otherwise required by applicable law):  
(1) **Terminate this Lease before Lease end;**  
(2) **Recover charges for Early Termination;**  
(3) **Take the Vehicle.** If you take the Vehicle without your written promise when the Vehicle is located and removed without a breach of the peace. On taking of the Vehicle does not release You from any obligation under this Lease;  
(4) **Recover all expenses related to taking, storing and selling the Vehicle, including reasonable attorney's fees and court costs as permitted by law; and**  
(5) **Cancel any non-cash bailment or other contract and any credit life or disability insurance purchased with this Lease if the price is included in the Total Monthly Payment.** Lessor may at any time apply any unearned premium or refund or cash value of any credit life or disability insurance to amounts that You owe under this Lease.

25

**VEHICLE LOSS OR DAMAGE.**  
A. **Total Loss.** If the Vehicle is subject to a total loss due to collision, destruction, or underwritten theft, Lessor will pay to Lessor the amount of the Early Termination Liability, unless You had the Vehicle insured under a policy that covers the total loss of the Vehicle, in which case You will pay to Lessor the amount of (1) any Total Monthly Payments overdue and any other past due amounts owing under the Lease; and (2) the amount of any applicable insurance deductible. You will be responsible for any charges to You to continue to pay your scheduled Total Monthly Payments until Lessor receives your full insurance proceeds.  
B. **Reimbursement.** You acknowledge that You have agreed to indemnify and hold Lessor harmless for any damages, claims, suits, judgments, settlements, costs, expenses, attorney's fees and other items payable to Lessor. You will promptly pay all fines and tickets imposed on the Vehicle by any law enforcement agency. If You fail to pay a fine or ticket, Lessor may demand reimbursement for the cost of the fine or ticket plus any reasonable attorney's fees and costs.

26

**REFUNDABLE SECURITY DEPOSIT.** Your Refundable Security Deposit may be used by Lessor to pay any amounts that You fail to pay under this Lease. Upon termination of the Lease, Lessor will return to You any portion of the Refundable Security Deposit not applied to amounts You owe. Your Refundable Security Deposit cannot be used as a Total Monthly Payment. You will not earn interest on your Refundable Security Deposit. Any interest or money or benefit to Lessor which may accrue as a result of Lessor's use of the Refundable Security Deposit will not be paid to You or applied to reduce your obligations under this Lease.

27

**SECURITY INTEREST.** You grant us a security interest in the extent permitted by statute with following property to secure performance of your obligations under this Lease or under any other agreement with Lessor or Lessor's affiliates: (A) in the proceeds of any vehicle insurance; (B) in the proceeds of any mechanic's lien; (C) in the proceeds of any contract or disability insurance purchased with this Lease if the price is included in the Total Monthly Payment; and (C) unearned premiums or refunds on any of the foregoing.

28

**GENERAL.**  
A. **You have no right to assign or sublease any of your rights or interests under this Lease or in the Vehicle without Lessor's prior written consent.** Lessor may assign its rights or its interest under this Lease or in the Vehicle without your consent.  
B. **Lessor may waive or delay the enforcement of its rights under this Lease without affecting its rights to enforce details.**  
C. **Any part of this Lease which cannot be enforced will be void, but the remaining parts of the Lease will remain in effect.**  
D. **Lessor has relied upon the information in your credit application and you represent that it is totally correct.**  
E. **If more than one Lessor or Guarantor signs this Lease, each Lessor will be individually liable for the total amount owed under this Lease as well as jointly liable to Lessor.** Lessor may from time to time change the terms of this Lease with any Lessor or Guarantor without notifying or releasing any other party from responsibility in this Lease.  
F. **This Lease will be governed by the laws of the state where You sign it.**  
G. **This Lease describes all agreements between You and Lessor with respect to the Lease of the Vehicle.** All previous agreements, including both oral and written, are hereby rejected.  
H. **Lessor shall not be responsible at any time for any personal property in the Vehicle.**  
I. **Federal law requires You to complete a statement of the Vehicle's mileage at the end of this Lease.** Failure to comply with the odometer statement requirements or providing false information may result in fine and/or imprisonment. If the Vehicle's odometer becomes inoperative or malfunctions, You must notify Lessor of this fact and have the odometer repaired within 30 days.  
J. **Lessor owns the Vehicle.**  
K. **Lessor is authorized to mail any notice or other correspondence to You by first class mail to your last known address indicated in Lessor's records.** You shall promptly inform Lessor in writing prior to any change of address.  
L. **All payments made under this Lease shall be payable to P.O. Box 5700, Cleveland, OH 44101-0700 or such other place as National City may designate in writing.**

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)

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

NATIONAL CITY BANK

Plaintiff

vs.

PAUL D PATRICK AND  
VICKIE L. PATRICK

Defendants

No. 2004-1229 CD

PRAECIPE TO REINSTATE COMPLAINT  
AS TO VICKIE L. PATRICK

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire

PA. I.D. # 42542

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#03140283

FILED

*M 1:42 PM Reinstated  
Compl to shj.*

NOV 30 2004

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 2004-1229 CD

PAUL D PATRICK AND  
VICKIE L. PATRICK

Defendants

**PRAECIPE TO REINSTATE COMPLAINT AS TO VICKIE L PATRICK**

Kindly reinstate the Complaint. as to Vickie L. Patrick in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA I.D. #42542

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #03140283

CA

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 CD

vs.

PETITION FOR ALTERNATE SERVICE

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. # 47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building, 436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03140283


FILED <sup>no</sup>cc  
m/12:4384  
JAN 19 2005

William A. Shaw  
Prothonotary, Clerk of Courts

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the within Petition for Alternate Service was served on the 17<sup>th</sup> day of January, 2005, by first class, U.S. Mail, postage-prepaid, addressed as follows:

Paul D. Patrick  
186 Patrick Lane  
Mahaffey, PA 15757

  
\_\_\_\_\_  
Attorney for Plaintiff

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 CD

vs.

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendants

**PLAINTIFF'S PETITION FOR ALTERNATE SERVICE**

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and petitions this honorable court to enter an Order allowing the Plaintiff to make service upon Defendant, Paul D. Patrick, by certified U.S. Mail and Certificate of Mailing, addressed to 186 Patrick Lane, Mahaffey, PA 15757, averring in support thereof the following:

1. On or about August 11, 2004, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$6,479.41.
2. When the Sheriff of Clearfield County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, indicating that after several separate attempts no service was made, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 186 Patrick Lane, Mahaffey, PA 15757, a true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and was unable to confirm a current address for Defendant of 186 Patrick Lane, Mahaffey, PA 15757.

6. Plaintiff contacted the Clearfield County Tax Assessment office, a representative from which confirmed the Defendant's current physical address as 186 Patrick Lane, Mahaffey, PA 15757.

7. Plaintiff requested information from the Department of Motor Vehicles for Defendant and there are vehicles registered to Defendant at 186 Patrick Lane, Mahaffey, PA 15757. A true and correct copy of the Motor Vehicle Abstract is attached hereto, marked as Exhibit "3", and made a part hereof.

8. Plaintiff conducted a Trans Union credit report, which indicates the Defendant's last known address as being 186 Patrick Lane, Mahaffey, PA 15757. Relevant portions of the Credit Report are attached hereto, marked as Exhibit "4", and made a part hereof.

9. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.



WHEREFORE, Plaintiff petitions this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (186 Patrick Lane, Mahaffey, PA 15757) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.

A handwritten signature in black ink, appearing to read "William T. Molczan", is written over a horizontal line.

William T. Molczan, Esquire  
PA I.D # 47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building, 436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

NATIONAL CITY BANK

Sheriff Docket # 16100

VS.

04-1229-CD

PATRICK, PAUL D. &amp; VICKIE L.

COMPLAINT

**SHERIFF RETURNS**

NOW SEPTEMBER 21, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO PAUL D. PATRICK and VICKIE L. PATRICK, DEFENDANTS. SEVERAL ATTEMPTS, NOT HOME. ACCORDING TO PHONE CONVERSATION WITH PAUL PATRICK HE IS OVER THE ROAD TRUCK DRIVER. DEFENDANTS ARE SEPARATED. ATTEMPTED IN EVENING ALSO.

**Return Costs**

Cost	Description
52.37	SHERIFF HAWKINS PAID BY: ATTY CK# 8159743
20.00	SURCHARGE PAID BY: ATTY CK# 8159744

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2004



Chester A. Hawkins  
Sheriff

**EXHIBIT**1

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

ATTORNEYS AT LAW  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
412.434.7955  
www.weltman.com

CINCINNATI, OH  
513.723.2200  
CLEVELAND, OH  
216.685.1000  
COLUMBUS, OH  
614.228.7272  
DETROIT, MI  
248.362.6100  
MOUNT HOLLY, NJ  
609.914.0437  
PHILADELPHIA, PA  
215.599.1500

September 28, 2004

Postmaster  
MAHAFFEY, PA 15757

## Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: **PAUL D PATRICK**  
Address: **186 PATRICK LN**  
**MAHAFFEY, PA 15757**

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, NATIONAL CITY BANK
2. Statute or regulation that empowers me to serve process : N/A
3. The names of all known parties to the litigation: NATIONAL CITY BANK VS. **PAUL D PATRICK**
4. The Court in which the case has been or will be heard: Court of Common Pleas of CLEARFIELD County
5. The docket or other identifying number if one has been issued: 2004-1229-C  
The capacity in which this individual is to be served: **Defendant**

### WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature

Kimberly Coyne  
**Pittsburgh, PA 15219**  
Printed Name

**WELTMAN, WEINBERG & REIS CO., L.P.A.**  
**2718 Koppers Building**  
**436 Seventh Avenue**  
Address

City, State, ZIP Code

FOR POST OFFICE USE ONLY

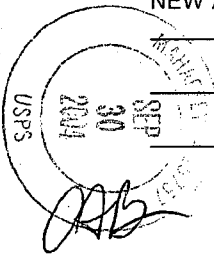
### BOXHOLDER'S POSTMARK

- ☐ Not known at address given.  
☐ Moved, left no forward address.  
☐ No such address.

☐ No change of address on file  
☒ Good as Addressed  
**XXX PLEASE INDICATE PHYSICAL ADDRESS**

WWR#03324060

NEW ADDRESS or NAME and STREET ADDRESS



**EXHIBIT**

2

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD ABSTRACT  
11/30/04  
PAGE 1

276002

043350740000139 015

OWNER : PAUL D PATRICK JR  
186 PATRICK LN  
MAHAFFEY PA 15757

LESSEE : NONE

TITLE NUMBER : 53583436  
TAG NUMBER : FME8543  
VIN : 1J4FT27P4RL151395  
  
MAKE : JEEP  
MODEL :  
RENEWAL WID : 040210065004251 001  
PREVIOUS TAG : ETJ8622  
LIENS : NO  
STOPS : NO

TITLE DATE : 08/04/99  
REGISTRATION EXPIRY DATE: 12/04  
BODY TYPE : SW  
ODOMETER READING : 177,047\*  
\*ACTUAL MILEAGE  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 1994  
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

VEHICLE CONTAINS REISSUED VIN

LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

**EXHIBIT**

3

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-391-6190  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-391-6191  
WWW.DOT.STATE.PA.US

03324060

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

VEHICLE RECORD ABSTRACT

11/30/04

PAGE 1

276002

043350740000139 016

OWNER : PAUL D PATRICK JR &  
KRISTI JO PATRICK  
189 PATRICK LANE  
MAHAFFEY PA 15757

LESSEE : NONE

TITLE NUMBER : 48467605  
TAG NUMBER : FMT1072  
VIN : 1GNCT18W0S2223303  
  
MAKE : CHEVROLET  
MODEL : BZR  
RENEWAL WID : 040753400001306 001  
PREVIOUS TAG : EJA1954  
LIENS : NO  
STOPS : NO

TITLE DATE : 06/05/95  
REGISTRATION EXPIRY DATE: 02/05  
BODY TYPE : SW  
ODOMETER READING : 158,698\*  
\*MILEAGE EXCEEDS MECHANICAL LIMITS  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 1995  
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

VEHICLE CONTAINS REISSUED VIN

LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-391-6190  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-391-6191  
WWW.DOT.STATE.PA.US

03324060

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD ABSTRACT

11/30/04

PAGE 1

276002

043350740000139 017

OWNER : PAUL D PATRICK JR  
186 PATRICK LN  
MAHAFFEY PA 15757

LESSEE : NONE

TITLE NUMBER : 44166924  
TAG NUMBER : FLL4650  
VIN : 4A3CS34TXME100903  
  
MAKE : MITSUBISHI  
MODEL : ECL  
RENEWAL WID : 033440018000210 001  
PREVIOUS TAG : EPF2095  
LIENS : NO  
STOPS : NO

TITLE DATE : 06/24/91  
REGISTRATION EXPIRY DATE: 11/04  
BODY TYPE : CP  
ODOMETER READING : 120,000\*  
\*ACTUAL MILEAGE  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 1991  
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

VEHICLE CONTAINS REISSUED VIN

LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-391-6190  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-391-6191  
WWW.DOT.STATE.PA.US

03324060

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD ABSTRACT

11/30/04

PAGE 1

276002

043350740000139 018

OWNER : PAUL D PATRICK JR &  
VICKIE L PATRICK  
186 PATRICK LANE  
MAHAFFEY PA 15757

LESSEE : NONE

TITLE NUMBER : 55399058  
TAG NUMBER : FN4495  
VIN : 3G1JC1242TS812178  
  
MAKE : CHEVROLET  
MODEL : CAV  
RENEWAL WID : 042450319000021 001  
PREVIOUS TAG :  
LIENS : NO  
STOPS : NO

TITLE DATE : 11/10/00  
REGISTRATION EXPIRY DATE: 08/05  
BODY TYPE : CP  
ODOMETER READING : 114,435\*  
\*ACTUAL MILEAGE  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 1996  
STOLEN DATE :

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

VEHICLE CONTAINS REISSUED VIN

LIEN INFORMATION

NO LIENS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-391-6190  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-391-6191  
WWW.DOT.STATE.PA.US

03324060

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

NATIONAL CITY BANK

NO. 2004-1229 CD

Plaintiff

vs.

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)


BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 186 Patrick Lane, Mahaffey, PA 15757. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- b. Plaintiff requested a vehicle search on the Defendant, which shows that he has a registered vehicle at 186 Patrick Lane, Mahaffey, PA 15757. A true and correct copy is attached hereto and marked as Exhibit "3".
- c. Plaintiff received a trans Union Credit Report that indicates that the Defendants's last known address as 186 Patrick Lane, Mahaffey, PA 15757. A true and correct copy of the relevant portions is attached hereto and marked as Exhibit "4."

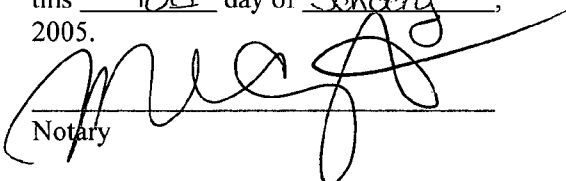


Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, Paul D. Patrick, is 186 Patrick Lane, Mahaffey, PA 15757.

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

  
\_\_\_\_\_  
William T. Molczan, Esquire

Sworn to and subscribed before me  
this 10th day of January,  
2005.

  
\_\_\_\_\_  
Notary

Wendy L. Gault, Notary  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2006

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 CD

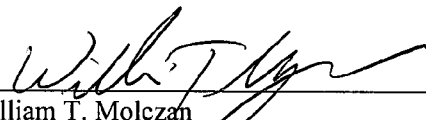
vs.

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendants

**AFFIDAVIT**

Before me, the undersigned authority, personally appeared William T. Molczan , being duly sworn according to law deposes and says that he is an attorney for the Plaintiff, authorized to make this Affidavit; that he, and not the Plaintiff makes this affidavit because he, and not the Plaintiff has first hand knowledge of the facts set forth in the foregoing Petition for Alternate Service which are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
William T. Molczan  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 10th day of January,  
2005.

  
\_\_\_\_\_  
Notary

Wendy L. Gault, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2006

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 CD

vs.

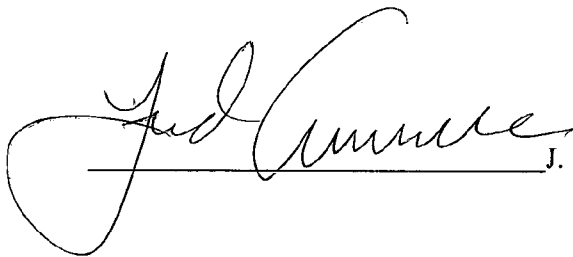
PAUL D. PATRICK and  
VICKIE L. PATRICK

**ORDER OF COURT**

AND NOW, to-wit, this 21 day of January, 2005, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, Paul D. Patrick, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant at his last known address being 186 Patrick Lane, Mahaffey, PA 15757 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing, and  
*filing of Affidavit of Service.*

*PJA*

BY THE COURT:



WWR#03140283

**FILED**<sup>616</sup>  
*012.0431*  
JAN 24 2005  
*ice*  
*Atty Molczan*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100032  
NO: 04-1229-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: NATIONAL CITY BANK

vs.

DEFENDANT: PAUL D. PATRICK and VICKIE L. PATRICK

**SHERIFF RETURN**

---

NOW, December 08, 2004, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON VICKIE L. PATRICK.

NOW, December 29, 2004 AT 10:30 AM SERVED THE WITHIN COMPLAINT ON VICKIE L. PATRICK, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

**FILED**

01/31/28/01  
FEB 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100032  
NO: 04-1229-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: NATIONAL CITY BANK

vs.

DEFENDANT: PAUL D. PATRICK and VICKIE L. PATRICK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8192001	10.00
SHERIFF HAWKINS	WELTMAN	8192001	21.00
JEFFERSON CO.	WELTMAN	8192556	38.50

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



Chester A. Hawkins  
Sheriff

No. 1229 C.D. 2004

Personally appeared before me, Paul J. Pape, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on December 29, 2004 at 10:30 o'clock A.M. served the Notice and Complaint upon VICKIE L. PATRICK, Defendant, at 1230 Penn Avenue, Borough of Brockway, County of Jefferson, State of Pennsylvania by handing to her Step-Father and adult person in charge at time of service, a true copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$ 125.00
My Costs:	\$ 36.50 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 38.50
Refunded:	\$ 88.50

Sworn and subscribed 10<sup>th</sup>  
to before me this 10<sup>th</sup>  
day of Jan 2005  
By Paul J. Pape  
My Commission Expires The  
First Monday January 2006

So Answers,

Paul J. Pape Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

By \_\_\_\_\_  
day of \_\_\_\_\_  
to-wit: \_\_\_\_\_  
Sworn and subscribed

**FILED**

**FEB 01 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

vs.

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendants

No. 2004-1229 CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA. I.D. # 42524

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#03140283

FILED *Amged.*  
*m/3:43 PM* *7.00*  
MAR 16 2005 *2 Comp. Reinstated*  
William A. Shaw *to Amy*  
Prothonotary/Clerk of Courts



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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 2004-1229 CD

PAUL D. PATRICK and  
VICKIE L. PATRICK

Defendants

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint. in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #03140283

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 GD

vs.

PAUL D. PATRICK and VICKIE L. PATRICK

Defendants

AFFIDAVIT OF SERVICE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Benjamin R. Bibler, Esquire  
PA I.D. #93598  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03324060

FILED <sup>ND</sup> <sub>CC</sub>  
m/12:37bl  
APR 01 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 GD

vs.

PAUL D. PATRICK and VICKIE L. PATRICK

Defendants

**AFFIDAVIT OF SERVICE**

BEFORE ME, the undersigned authority, personally appeared Benjamin R. Bibler, Esquire, who according to law deposes and says that a copy of the Complaint in Civil Action has been served on the Defendants, Paul D. Patrick.

1. On or about January 21, 2005, Plaintiff received a signed Order of Court permitting service on the Defendants to be complete and valid upon mailing to the complaint by first class mail, certificate of mailing and by certified mail, return receipt requested. Said Order of Court is attached as Exhibit "1".
2. On or about March 23, 2005, Plaintiff mailed the Complaint in Civil Action to 186 Patrick Lane, Mahaffey, PA 15757. Said certificate of mailing and certified mail receipts are attached as Exhibit "2".
3. Service is deemed complete on March 23, 2005.

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



Benjamin R. Bibler, Esquire

PA I.D. #93598

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

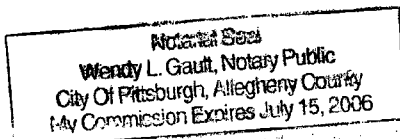
2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#03324060



Sworn to and subscribed  
before me this 28  
day of Nov, 2005.

NOTARY PUBLIC

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

NATIONAL CITY BANK

Plaintiff

No. 2004-1229 CD

vs.

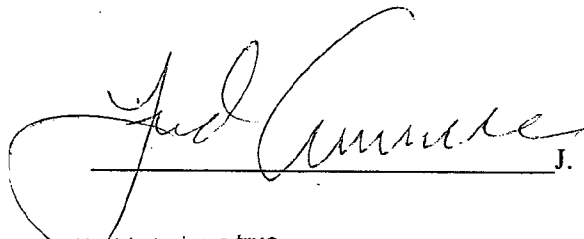
PAUL D. PATRICK and  
VICKIE L. PATRICK

ORDER OF COURT

AND NOW, to-wit, this 21 day of January, 2005, upon consideration of the foregoing Motion for Service of the Complaint Pursuant to Special Order of Court and attached supporting affidavit, it is hereby ORDERED, ADJUDGED AND DECREED, that the service of the Complaint in Civil Action may be made on Defendant, Paul D. Patrick, by permitting the Plaintiff to mail a copy of the Complaint to the Defendant at his last known address being 186 Patrick Lane, Mahaffey, PA 15757 by Certified Mail and by Certificate of Mailing Postal Form 3817, postage prepaid. Service to be completed upon mailing, and  
*Filing of Affidavit of Service.*

*FTA*

BY THE COURT:



WWR#03140283

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

FEB 23 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**EXHIBIT**

1

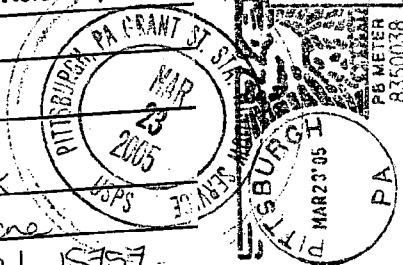
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

**Weltman, Weinberg & Reis Co., L.P.A.**  
2718 Koppers Bldg.  
436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

One piece of ordinary mail addressed to:

**Paul D. Patrick**  
186 Patrick Lane  
Mahanoy, PA 15757



PS Form 3817, January 2001

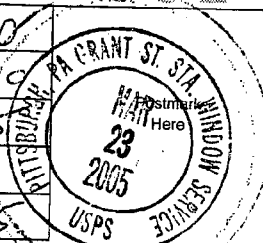
7002 3150 0003 3646 2390

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To

**Paul D. Patrick**  
Street, Apt. No.,  
or PO Box No. 186 Patrick Lane  
City, State, ZIP+4 Mahanoy, PA 15757

PS Form 3800, June 2002

See Reverse for Instructions

**EXHIBIT**

2

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

NATIONAL CITY BANK ,

Plaintiff

vs.

PAUL D PATRICK ,

Defendant

No. 2004-1229-CD

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#03324060

FILED

APR 29 2005

*m/z: wla*  
William A. Shaw  
Prothonotary

*chat to*

*at +*

*c/n*

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

NATIONAL CITY BANK ,

Plaintiff

vs.

Civil Action No. 2004-1229-CD

PAUL D PATRICK ,

Defendant

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without  
prejudice to refile and mark the costs paid.

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

By: 

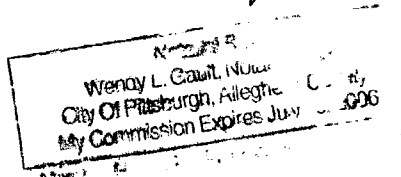
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 484-7955  
VWR#03324060

SWORN TO AND SUBSCRIBED

before me this 25 day

of April, 2005

  
NOTARY PUBLIC



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

**CIVIL DIVISION**

**National City Bank**

**Vs.**

**No. 2004-01229-CD**

**Paul D. Patrick  
Vickie L. Patrick**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 29, 2005, marked:

Settle Discontinue and End without Prejudice to refile

Record costs in the sum of \$240.87 have been paid in full by Atty. for Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of April A.D. 2005.



\_\_\_\_\_  
William A. Shaw, Prothonotary