

04-1303-CD
STANLEY F. SCHALL, et al VS TOM PYKE

Stanley Schall et al vs Tom Pyke
2004-1303-CD

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

Identification No. 74276

Suite 935, One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 665-1133

STANLEY F. SCHALL AND LAURI L.

SCHALL,

PO Box 52

Clarence, PA 16829

Plaintiff,

Attorney for Plaintiff

**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED**

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-CD

TOM PYKE,

183 Melody Road

Grampian, PA 16838

Defendant.

CIVIL ACTION COMPLAINT
CODE 1C - CONTRACT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney 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.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Pennsylvania Bar Association
Lawyer Referral Service
PO Box 186
Harrisburg, PA 17108
(717) 238-6807
(800) 692-7375

FILED ICC Sheriff
m/4:00 PM of Aug pd. 85.00
AUG 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

MAURICE & NEEDLEMAN, P.C.

Attorney for Plaintiff

By: Joann Needleman, Esq.

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**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED**

STANLEY F. SCHALL AND LAURI L.

CLEARFIELD COUNTY

SCHALL,

COURT OF COMMON PLEAS

PO Box 52

Clarence, PA 16829

Plaintiff,

vs.

NO.

TOM PYKE,

183 Melody Road

Grampian, PA 16838

Defendant.

CIVIL ACTION COMPLAINT

1) Plaintiff, Stanley F. Schall and Lauri L. Schall, (hereinafter referred to as "Plaintiff"), are the Mortgagees/Lenders who reside at PO Box 52, Clarence, County of Centre, Commonwealth of Pennsylvania.

2) Defendant, Tom Pyke, is an individual who resides at 183 Melody Road, Grampian, County of Clearfield, Commonwealth of Pennsylvania.

3) On or about July 23, 2003, the Defendant did execute an Addendum to Judgment Note, whereby the Defendant agreed to pay the gross sum of \$39,127.00, with an interest of 7% with the balance extending for 6 years, payable in installments of \$667.08 per month. *A copy of the Addendum to Judgment Note is attached and marked as Exhibit A.*

4) Since February 27, 2004, the Defendant has failed to remit any payments pursuant to the Addendum to Judgment Note.

5) The Defendant has defaulted on its obligation pursuant to the payments terms of the Addendum to Judgment Note by its failure and refusal to make payments on the Addendum to Judgment Note. (See Exhibit A).

6) As the result of this default by the Defendant, all obligations of the Defendant became immediately due and payable.


7) By reason of the default, the Defendant is indebted to the Plaintiff for the principle amount due of \$35,543.77. *A copy of the Amortization Schedule is attached and marked as Exhibit B.*

8) By reason of the default and pursuant to the terms of the Addendum to Judgment Note, the Defendant is required to pay all costs and attorney's fees which to date amount to \$3,724.38. *A copy of the Judgment Note is attached and marked as Exhibit C.*

9) The total amount due and owing to the Plaintiff is \$39,268.15.

WHEREFORE, the Plaintiff prays for judgment in its favor and against the Defendant in the amount of \$39,268.15 well as any other relief this Court deems reasonable and proper.

Respectfully submitted,
MAURICE & NEEDLEMAN, P.C.



JOANN NEEDLEMAN, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I, JOANN NEEDLEMAN, verifies that she is the Attorney of record for Plaintiff, Stanley F. Schall and Lauri L. Schall, and duly authorized to take this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: 

JOANN NEEDLEMAN, ESQ.

DATED: August 17, 2004

Addendum to Judgment Note between Tom Pyke and Stanley F. and Lauri L. Schall dated July 27, 1999 for mortgage on real estate at 301 Filbert St., Curwensville, Pa. 16833.

July 10, 2003

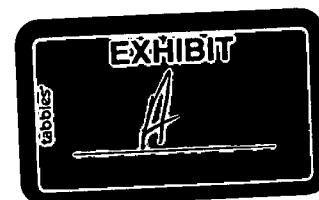
Beginning with payment dated 7/27/03 with a balance owing of 39,127.00 interest will be 7% with balance extending for 6 years. Payment will be 667.08 monthly beginning 7/27/03.

All other terms of former mortgage and judgment remain the same.

Thomas Pyke *Thomas Pyke* - Date 07/10/03

Stanley F. Schall *Stanley F. Schall* Date 7/10/03

Lauri L. Schall *Lauri L. Schall* Date 7/10/03



[Back to Calculator](#)

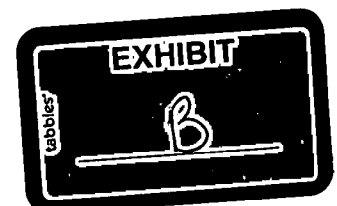
[Print Results](#)

MORTGAGE INFORMATION

Principal	\$39127.00
Interest Rate	7 %
Amortization Period	6 Years
Starting month	Aug
Starting year	2003
Monthly Mortgage Payment	\$667.08

AMORTIZATION SCHEDULE

Year	Month	Payment	Principal	Interest	Balance
2003	Aug	667.08	438.84	228.24	38688.16
2003	Sep	667.08	441.40	225.68	38246.76
2003	Oct	667.08	443.97	223.11	37802.79
2003	Nov	667.08	446.57	220.51	37356.22
2003	Dec	667.08	449.16	217.92	36907.06
2003	TOTALS	3335.40	2219.94	1115.46	36907.06
2004	Jan	667.08	451.79	215.29	36455.27
2004	Feb	667.08	454.43	212.65	36000.84
2004	Mar	667.08	457.07	210.01	35543.77
2004	Apr	667.08	459.74	207.34	35084.03
2004	May	667.08	462.43	204.65	34621.60
2004	Jun	667.08	465.12	201.96	34156.48
2004	Jul	667.08	467.83	199.25	33688.65
2004	Aug	667.08	470.56	196.52	33218.09
2004	Sep	667.08	473.31	193.77	32744.78
2004	Oct	667.08	476.07	191.01	32268.71
2004	Nov	667.08	478.85	188.23	31789.86
2004	Dec	667.08	481.64	185.44	31308.22
2004	TOTALS	8004.96	5598.84	2406.12	31308.22
2005	Jan	667.08	484.44	182.64	30823.78
2005	Feb	667.08	487.28	179.80	30336.50
2005	Mar	667.08	490.12	176.96	29846.38
2005	Apr	667.08	492.97	174.11	29353.41
2005	May	667.08	495.85	171.23	28857.56



2005	Jun	667.08	498.75	168.33	28358.81
2005	Jul	667.08	501.65	165.43	27857.16
2005	Aug	667.08	504.58	162.50	27352.58
2005	Sep	667.08	507.53	159.55	26845.05
2005	Oct	667.08	510.48	156.60	26334.57
2005	Nov	667.08	513.46	153.62	25821.11
2005	Dec	667.08	516.46	150.62	25304.65
2005	TOTALS	8004.96	6003.57	2001.39	25304.65
2006	Jan	667.08	519.47	147.61	24785.18
2006	Feb	667.08	522.50	144.58	24262.68
2006	Mar	667.08	525.55	141.53	23737.13
2006	Apr	667.08	528.61	138.47	23208.52
2006	May	667.08	531.70	135.38	22676.82
2006	Jun	667.08	534.79	132.29	22142.03
2006	Jul	667.08	537.92	129.16	21604.11
2006	Aug	667.08	541.06	126.02	21063.05
2006	Sep	667.08	544.21	122.87	20518.84
2006	Oct	667.08	547.39	119.69	19971.45
2006	Nov	667.08	550.58	116.50	19420.87
2006	Dec	667.08	553.79	113.29	18867.08
2006	TOTALS	8004.96	6437.57	1567.39	18867.08
2007	Jan	667.08	557.02	110.06	18310.06
2007	Feb	667.08	560.27	106.81	17749.79
2007	Mar	667.08	563.54	103.54	17186.25
2007	Apr	667.08	566.83	100.25	16619.42
2007	May	667.08	570.13	96.95	16049.29
2007	Jun	667.08	573.46	93.62	15475.83
2007	Jul	667.08	576.81	90.27	14899.02
2007	Aug	667.08	580.16	86.92	14318.86
2007	Sep	667.08	583.56	83.52	13735.30
2007	Oct	667.08	586.95	80.13	13148.35
2007	Nov	667.08	590.39	76.69	12557.96
2007	Dec	667.08	593.82	73.26	11964.14
2007	TOTALS	8004.96	6902.94	1102.02	11964.14
2008	Jan	667.08	597.29	69.79	11366.85
2008	Feb	667.08	600.77	66.31	10766.08
2008	Mar	667.08	604.28	62.80	10161.80

2008	Apr	667.08	607.80	59.28	9554.00
2008	May	667.08	611.35	55.73	8942.65
2008	Jun	667.08	614.92	52.16	8327.73
2008	Jul	667.08	618.50	48.58	7709.23
2008	Aug	667.08	622.11	44.97	7087.12
2008	Sep	667.08	625.74	41.34	6461.38
2008	Oct	667.08	629.39	37.69	5831.99
2008	Nov	667.08	633.06	34.02	5198.93
2008	Dec	667.08	636.75	30.33	4562.18
2008	TOTALS	8004.96	7401.96	603.00	4562.18
2009	Jan	667.08	640.47	26.61	3921.71
2009	Feb	667.08	644.20	22.88	3277.51
2009	Mar	667.08	647.96	19.12	2629.55
2009	Apr	667.08	651.74	15.34	1977.81
2009	May	667.08	655.54	11.54	1322.27
2009	Jun	667.08	659.37	7.71	662.90
2009	Jul	666.77	662.90	3.87	0.00
2009	TOTALS	4669.25	4562.18	107.07	0.00

SUMMARY

Monthly Payment	\$667.08
Total Interest Without Pre-Payment	\$8902.45
Total Interest With Pre-Payment (if applicable)	N/A
Total Interest Saved (if applicable)	N/A
Total Reduction in Years of Loan Length (if applicable)	N/A

JUDGMENT NOTE

Clearfield, Pennsylvania

July 27, 1999

\$ 75,000.00

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$75,000.00 (this amount is called "principal"), plus interest, to the order of the STANLEY F. SCHALL and LAURI L. SCHALL collectively referred to as Lender.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 8%. This interest rate is the rate I will pay both before and after any default described hereinafter.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on or before the 27th day of each month beginning September 27, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charge described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 27, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date which is called the "maturity date".

I will make my monthly payment to Lender at 301 Filbert Street, Curwensville, PA 16833 or at a different place if required by the Lender.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,168.97.

4. BORROWER'S RIGHT TO REPAY

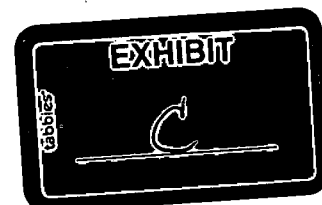
I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Lender in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Lender will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Lender agrees in writing to those changes.

5. DEFAULT/ACCELERATION

All indebtedness provided for in this Note shall become due and payable immediately, without demand or notice, on the occurrence of any of the following:

1. Default in payment or performance of this Note or any other obligation of Maker to Lender;
2. The insolvency of maker;
3. The filing of a voluntary/involuntary petition by or on behalf of maker under any provisions of the Federal Bankruptcy Laws;
4. The issuance of a Warrant of Attachment or for distraint, or of a Notice of Tax Lien against maker;
5. The entry of a judgment against maker;
6. Maker's failure to pay, withhold, collect, or remit any tax or tax deficiency when assessed or due;
7. Maker's death;



8. The bulk sale of Maker's business assets or Notice of Maker's intent to do so;
9. The Mortgage, pledge, or transfer of Maker's accounts receivable or of any other business property other than equipment or inventory.

6. **WAIVERS**


I and any other person who has obligations under this Note waive the Rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require that the Lender give notice of the persons that amounts due have not been paid.

7. **WARRANT OF ATTORNEY CONFESSING JUDGMENT**

I authorized any attorney at law to appear before the prothonotary of any court of record of the Commonwealth of Pennsylvania or in any state in the United States at any time after this Note becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the legal holder against any maker and endorser, for the amount of principal and interest then appearing due on this Note, together with costs of suit and 10% of sums due for attorney's fees, and to release all heirs and waive all right of appeal.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWER OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

WITNESS the hand and seal of the undersigned.


(SEAL)
THOMAS E. PYKE, MAKER

In The Court of Common Pleas of Clearfield County, Pennsylvania

SCHALL, STANLEY F. & LAURA L.

VS.

PYKE, TOM

COMPLAINT

Sheriff Docket #

16169

04-1303-CD

SHERIFF RETURNS

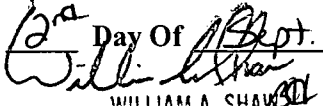
NOW AUGUST 30, 2004 AT 10:14 AM AT RESIDENCE, 183 MELODY ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN PYKE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO


Return Costs

Cost	Description
27.00	SHERIFF HAWKINS PAID BY: ATTY CK# 11069
10.00	SURCHARGE PAID BY: ATTY CK# 11070

Sworn to Before Me This

12th 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

130
FILED
9/2 1:34 PM
SEP 02 2004

Prothonotary, Clerk of Courts

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

Identification No. 74276

Suite 935, One Penn Center

1617 John F. Kennedy Blvd.

Philadelphia, PA 19103

(215) 665-1133

STANLEY F. SCHALL AND LAURI L.

SCHALL,

Plaintiff,

Attorney for the Plaintiff

ARBITRATION MATTER

ASSESSMENT OF DAMAGES

NOT REQUIRED

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

vs.

NO. 04-1303-CSD

TOM PYKE,

Defendant.

(X) Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$40,787.80 on 10/6/04

(X) A copy of all documents filed with the Prothonotary in support of the within judgment is enclosed.

Prothonotary/Clerk

by: _____

If you have any questions regarding this matter, please contact the filing party:

Name: Joann Needleman, Esquire

Address: Suite 935, One Penn Center at Suburban Station

1617 J.F.K. Boulevard

Philadelphia, PA 19103

Telephone No.: 215-665-1133

(This Notice is given in accordance with Pa.R.C.P. §236)

FILED

M 2:03 PM FILED 20.00
Notice to Def. Stuntt
OCT 06 2004

William A. Shaw
Prothonotary

MAURICE & NEEDLEMAN, P.C.
By: Joann Needleman, Esq.
Identification No. 74276
Suite 935, One Penn Center
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103
(215) 665-1133
STANLEY F. SCHALL AND LAURI L.
SCHALL,
Plaintiff,

Attorney for the Plaintiff

ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,
Defendant.

AFFIDAVIT OF MAIL SERVICE

STATE OF PENNSYLVANIA

:

SS.

COUNTY OF CLEARFIELD

:

JOANN NEEDLEMAN, ESQUIRE, being duly sworn according to law, deposes and says that she is an attorney at law and that on September 20, 2004 she mailed a written Notice of Intention to File the Praecipe to Defendant, Tom Pyke, at 183 Melody Road ,Grampian, PA, 16838 by certified mail, article nos.7004 1160 0006 3984 9462. Copies of the receipts evidencing said mailing are attached hereto.

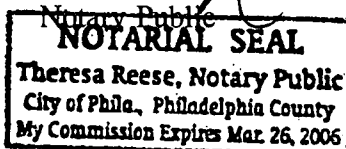
The Domestic Return receipt was returned to Counsel's office, therefore, pursuant to Pa.R.C.P. §403 (1), service has been perfected by certified mail due to the fact that the Certified Mail Domestic Return Receipt was returned to Counsel's office.

MAURICE & NEEDLEMAN, P.C.

BY:

JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this 4th day
of October, 2004.



MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

Identification No. 74276

Suite 935, One Penn Center

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Philadelphia, PA 19103

(215) 665-1133

STANLEY F. SCHALL AND LAURI L.

SCHALL,

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Attorney for the Plaintiff

ARBITRATION MATTER

ASSESSMENT OF DAMAGES

NOT REQUIRED

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,

Defendant.

_____ /

CERTIFICATION OF NOTICE TO ENTER DEFAULT JUDGMENT

It is hereby certified that a written Notice of Intention to File the Praecept was mailed on September 20, 2004 to Defendant, Tom Pyke, against whom judgment is to be entered after the default occurred and at least ten (10) days prior to the date of the filing of the Praecept. A copy of said Notice dated September 20, 2004, a copy of the receipt for certified mailing to the Defendant and affidavits of service of said notice are all attached hereto.

MAURICE & NEEDLEMAN, P.C.

BY: 

JOANN NEEDLEMAN, ESQ.

Attorney for Plaintiff

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

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STANLEY F. SCHALL AND LAURI L.

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**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED**

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,

Defendant.

IMPORTANT NOTICE

**TO: Tom Pyke
183 Melody Road,
Grampian, PA 16838**

DATE: September 20, 2004

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE AN ANSWER IN THIS CASE. UNLESS YOU TAKE ACTION WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR RIGHTS TO DEFEND AND THEREBY LOSE 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:

Pennsylvania Bar Association
Lawyer Referral Service



For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.42

Postmark
Here

108

CE & NEEDLEMAN, P.C.

JOANN NEEDLEMAN, ESQ
Attorney for Plaintiff

Sent To Tom Pyke
Street, Apt. No.,
or PO Box No. 183 Melody Rd.
City, State, ZIP+4 Grampian PA 16838
PS Form 3800, June 2002 See Reverse for Instructions

66340003

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tom Pyke
183 Melody Rd.
Grampian, PA 16838

2. Article Number

(Transfer from service label)

7004 1160 0006 3984 9462

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

D. Is delivery address different from item 1?
If YES, enter delivery address below☐ Agent☐ Addressee

C. Date of Delivery

☐ Yes☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

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Suite 935, One Penn Center

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STANLEY F. SCHALL AND LAURI L.

SCHALL,

Plaintiff,

Attorney for the Plaintiff

ARBITRATION MATTER

ASSESSMENT OF DAMAGES

NOT REQUIRED

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,

Defendant.

CERTIFICATION OF ADDRESSES

It is hereby certified that the parties have the following addresses:

Plaintiff:

Stanley F. Schall & Lauri L. Schall

PO Box 52

Clarence, PA 16829

Defendant:

Tom Pyke

183 Melody Road

Grampian, PA 16838

MAURICE & NEEDLEMAN, P.C.

BY: 

JOANN NEEDLEMAN, ESQ.

Attorney for Plaintiff

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

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STANLEY F. SCHALL AND LAURI L.

SCHALL,

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Attorney for the Plaintiff

ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,

Defendant.

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

No answer having been filed in the above Civil Action, enter Judgment in favor of Plaintiffs, Stanley F. Schall & Lauri L. Schall, and against Defendant, Tom Pyke, in the amount as follows:

Principle Amount	\$35,543.77
Interest to Date	\$ 1,499.65
Costs	\$ 190.00
Attorneys Fees	\$ 3,554.38

TOTAL \$40,787.80

MAURICE & NEEDLEMAN, P.C.

BY:


JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

MAURICE & NEEDLEMAN, P.C.

By: Joann Needleman, Esq.

Identification No. 74276

Suite 935, One Penn Center

1617 John F. Kennedy Blvd.

Philadelphia, PA 19103

(215) 665-1133

STANLEY F. SCHALL AND LAURI L.

SCHALL,

Plaintiff,

Attorney for the Plaintiff

ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-CS

TOM PYKE,

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF PENNSYLVANIA

:

SS.

:

COUNTY OF CLEARFIELD

:

JOANN NEEDLEMAN, ESQUIRE, being duly sworn according to law, deposes and says that she represents the Plaintiff in the above entitled case and that Defendant, Tom Pyke, 183 Melody Road, Grampian, PA. 16838, is over 18 years of age; the occupation of Defendant is unknown and to the best of Plaintiff's knowledge, information and belief, Defendant is not in the military service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

MAURICE & NEEDLEMAN, P.C.

BY:

JOANN NEEDLEMAN, ESQ.

Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 4th day
of October, 2004

Notary Public

NOTARIAL SEAL

Theresa Reese, Notary Public
City of Phila., Philadelphia County
My Commission Expires Mar. 26, 2006

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

Stanley F. Schall
Lauri L. Schall
Plaintiff(s)

No.: 2004-01303-CD

Real Debt: \$40,787.80

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tom Pyke
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 6, 2004

Expires: October 6, 2009

Certified from the record this 6th 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

MAURICE & NEEDLEMAN, P.C.
By: Joann Needleman, Esq.
Identification No. 74276
Suite 935, One Penn Center
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103
(215) 665-1133
STANLEY F. SCHALL AND LAURI L.
SCHALL,
Plaintiff,

Attorney for the Plaintiff

ARBITRATION MATTER
ASSESSMENT OF DAMAGES
NOT REQUIRED

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO. 04-1303-C^D₈

TOM PYKE,
Defendant.

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the verification of Lauri L. Schall & Stanley F. Schall, for the Plaintiff, for that of JOANN NEEDLEMAN, ESQ, previous filed.

Respectfully submitted,
MAURICE & NEEDLEMAN, P.C.



JOANN NEEDLEMAN, ESQUIRE
Attorney for Plaintiff

Date: October 4, 2004

FILED ^{EBK}
m/11:50 ^{2cc}
OCT 06 2004 ^{Any Needleman}

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I, _____, verifies that she/he is the authorized agent for Plaintiff, Stanley F. Schall and Lauri L. Schall and duly authorized to take this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: Lauri L. Schall
Stanley F. Schall

DATED: 9/15/04

66340003

CERTIFICATE OF SERVICE

I, JOANN NEEDLEMAN, ESQUIRE, hereby certify that on this date I have caused a true and correct copy of the foregoing Praecipe to Substitute Verification on behalf of Plaintiff, Stanley F. Schall and Lauri L. Schall to be served by regular, first class mail, postage pre-paid upon:

Tom Pyke
183 Melody Road
Grampian, PA 16838

MAURICE & NEEDLEMAN, P.C.

BY: 

JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

DATED: October 4, 2004