

04-1433-CD
DONALD R. FEZELL VS. JERRY A. MILES, JR. et al.

Donald Fezell vs Jerry Miles et al
2004-1433-CD

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

DONALD R. FEZELL, : NO. 04 - 1433 CD
: Plaintiff, : Type of Case: CIVIL
: vs. : Type of Pleading: COMPLAINT
: JERRY A. MILES, JR. and JERRY A. : Filed on Behalf of: PLAINTIFF,
MILES, individuals and TOP OF : DONALD R. FEZZELL
THE LINE MOTORS, INC. : Counsel of Record:
: Defendants : CHRISTOPHER E. MOHNEY, ESQUIRE
: : Supreme Court No.: 63494
: : 90 BEAVER DRIVE
: : SUITE 111B
: : DUBOIS, PA 15801
: : (814) 375-1044

FILED Atty pd. 85.00
01/21/13 10:14 AM 3 cc Sheriff
SEP 16 2004 1cc Atty
William A. Shaw
Prothonotary/Clerk of Courts

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

DONALD R. FEZELL, :
: Plaintiff, :
: :
vs. : : NO. 04 - - CD
JERRY A. MILES, JR., JERRY A. :
MILES, individuals and TOP OF :
THE LINE MOTORS, INC. :
: Defendants :
:

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

WILLIAM SHAW, PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

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

DONALD R. FEZELL, :
: Plaintiff, :
: :
vs. : : NO. 04 - - CD
JERRY A. MILES, JR., JERRY A. :
MILES, individuals TOP OF :
THE LINE MOTORS, INC. :
: Defendants :

COMPLAINT

AND NOW, comes Plaintiff, DONALD R. FEZELL, hereinafter to referred to as "Fezell" by and through his attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, who files the following Civil Complaint, and in support thereof avers as follows:

1. Donald R. Fezell is an adult individual with a mailing address at P. O. Box 545, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendants Jerry A. Miles, Jr. and Jerry A. Miles (hereinafter "Miles") are adult individuals with an address at 640 S. Brady Street, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant Top of the Line Motors, Inc. (hereinafter "Top of the Line") is a Pennsylvania corporation with an address 640 East Brady Street, DuBois, Clearfield County, Pennsylvania, 15801.

COUNT I

FEZELL VS. MILES

4. Paragraphs 1 – 3 of this Complaint are incorporated herein by reference and as if set forth at length.
5. On or about January 2, 2004, Fezell loaned Miles twenty-five thousand (\$25,000.00) dollars, for which Miles prepared and delivered to Fezell a Promissory Note payable in the principle amount of twenty-seven thousand (\$27,000.00) dollars, the same being due on February 2, 2004. A copy of the aforementioned Promissory Note is attached hereto, marked Exhibit “A”.
6. To date, Miles has repaid Fezell fourteen thousand five hundred (\$14,500.00) dollars on Promissory Note attached as Exhibit “A”.
7. Despite repeated demands for payment, Miles has failed to repay Fezell any further amounts of money, and are in breach of the terms of the Promissory Note attached as Exhibit A.
8. Due to the failure of Miles to repay Fezell pursuant to the terms of the Promissory Note marked Exhibit “A”, Miles verbally promised to pay Fezell an additional two thousand (\$2,000.00) dollars per month until the loan was repaid in full, which amounts have not been paid.
9. Miles have breached their written and verbal contracts with Fezell for repayment of the loan memorialized by the Promissory Note attached hereto and marked Exhibit “A” and the verbal contract to pay \$2,000.00 per month until the loan is repaid in full.

WHEREFORE, Plaintiff DONALD R. FEZELL requests that judgment be entered in his favor and against Defendants JERRY A. MILES, JR. and JERRY A. MILES in the amount of

\$28,500.00, together with costs, \$2,000.00 per month from October 2004 forward until judgment is paid in full, and interest as allowed under Pennsylvania law.

COUNT II

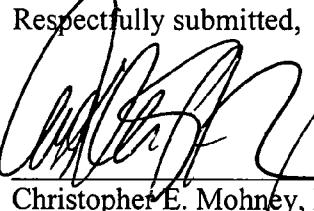
FEZELL VS. MILES and TOP OF THE LINE

10. Paragraphs 1 – 3 of this Complaint are incorporated herein by reference and as if set forth at length.
11. On or about July 30, 2004, Fezell loaned Miles and Top of the Line fifteen thousand (\$15,000.00) dollars, for which Miles and/or Top of the Line prepared and delivered Fezell a Promissory Note payable for the amount of sixteen thousand (\$16,000.00) dollars, due August 6, 2004. A copy of Promissory Note dated July 30, 2004, is attached and marked Exhibit “B”.
12. Despite repeated demand for payment by Fezell, Miles and Top of the Line have failed to repay Fezell, and are in breach of the terms of the Promissory Note attached and marked Exhibit “B”.
13. Due to the failure of Miles and Top of the Line to repay Fezell pursuant to the terms of the Promissory Note marked Exhibit “B”, Miles and Top of the Line verbally promised to pay Fezell an additional two thousand (\$2,000.00) dollars per month until the loan was paid in full, which amounts have not yet been paid.
14. Miles and Top of the Line have breached their written and verbal contracts with Fezell for repayment of the loan memorialized by the Promissory Note attached hereto as Exhibit “B” and the verbal contract to pay \$2,000.00 per month until the loan was repaid in full.

WHEREFORE, Plaintiff, DONALD R. FEZELL demands judgment be entered in his favor and against Defendants JERRY A. MILES, JERRY A. MILES, JR. individuals, and TOP OF THE LINE MOTORS, INC. in the amount of twenty thousand (\$20,000.00) dollars, together with costs, \$2,000.00 per month from October, 2004 forward until judgment is paid in full, and interest as allowed under Pennsylvania law.

By:

Respectfully submitted,


Christopher E. Mohney, Esquire

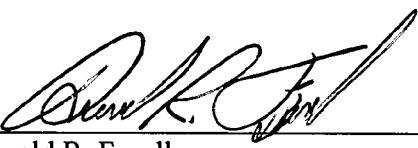
VERIFICATION

I, DONALD R. FEZELL, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn fabrication to authorities, which provides if I make knowingly false averments I may be subject to criminal penalties.

Date: 9-15-04

By:



Donald R. Fezell

PROMISSORY NOTE

\$ 27,000.00

Dated: JANUARY 2

, 2004 year)

Principal Amount

State of Pennsylvania

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of *Donald R. Frazee, Rd 3, P.O. Box 545, Ashland, MA 01801*, the sum of *Twenty Seven Thousand Dollars and* 50 Dollars (\$ 27,000.00), together with interest thereon at the rate of 0 % per annum on the unpaid balance. Said sum shall be paid in the manner following: *One: Feb 2, 2004*

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

Page 1

Rev. 03/01

Signed in the presence of:

Danielle R. Cessna

Witness

Danielle R. Cessna

Witness

Notarial Seal
Danielle R. Cessna, Notary Public
Canoe Twp., Indiana County
My Commission Expires Jan. 23, 2007

Member, Pennsylvania Association Of Notaries

WARRANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Witness

Guarantor

Guarantor

PROMISSORY NOTE

\$ 16,000.00

Dated: JULY 30

, 2004 year)

Principal Amount

State of *Penns*

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of *DONALD R. FEECH AND MARY LOU FEECH*, the sum of *Rd 3 P.O. Box 545, DuBois PA 15801*, *Sixteen Thousand Dollars and 00/100* Dollars (\$ 16,000.00), together with interest thereon at the rate of *.0 - %* per annum on the unpaid balance. Said sum shall be paid in the manner following: *Due: AUGUST 6, 2004*

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

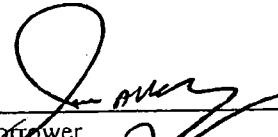
Tables

"B"

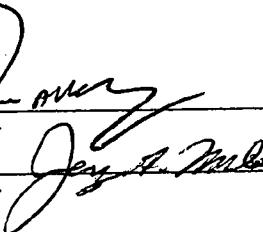
TOP OF THE LINE MOTORS
640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

Signed in the presence of:

Witness


Borrower

Witness


Borrower

GUARANTY

We the undersigned jointly and severally guarantee the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness


Guarantor

Witness


Guarantor

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

DONALD R. FEZELL,
Plaintiff,

vs.

JERRY A. MILES, JR. and
JERRY A. MILES, individuals
and TOP OF THE LINE MOTORS,
INC.,

Defendants.

COMPLAINT

FILED

SEP 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
CHRISTOPHER E. MOHNEY
80 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

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

DONALD R. FEZELL,

NO. 04 - 1433 - CD

Plaintiff,

Type of Case: CIVIL

vs.

Type of Pleading: PRAECIPE FOR
DEFAULT JUDGMENT

JERRY A. MILES, JR. and JERRY A.
MILES, individuals and TOP OF
THE LINE MOTORS, INC.

Filed on Behalf of: PLAINTIFF,
DONALD R. FEZZELL

Defendants

Counsel of Record:
CHRISTOPHER E. MOHNEY,
ESQUIRE

Supreme Court No.: 63494

90 BEAVER DRIVE
SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

10/27/04
02:19 PM Sub to Def
02:19 PM Sub to Ctrf
OCT 27 2004

William A. Shaw
Prothonotary

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

DONALD R. FEZELL,

Plaintiff,

vs.

NO. 04 - 1433 - CD

JERRY A. MILES, JR., JERRY A.
MILES, individuals and TOP OF
THE LINE MOTORS, INC.

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above-captioned action in favor of the Plaintiff and against Defendants Jerry A. Miles, Jr. and Jerry A. Miles for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages in the amount of \$48,500.00.

Enter judgment in the above-captioned action in favor of the Plaintiff and against Defendant Top of The Line Motors, Inc. for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages in the amount of \$20,000.00.

The undersigned certifies that written notice of intention to file this Praeclipe for Default Judgment in the form attached hereto was mailed to the Defendants by First Class regular mail on October 13, 2004 as required by Pa. R.C.P. Rule 237.1.

BY:

Christopher E. Mohney, Esquire

NOW, this _____ day of _____, 2004, damages are assessed against Defendants Jerry A. Miles, Jr. and Jerry A. Miles in the amount of \$48,500.00, and damages are assessed against Defendant Top of The Line Motors, Inc. in the amount of \$20,000.00.

William A. Shaw, Prothonotary

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

DONALD R. FEZELL,

Plaintiff,

vs.

NO. 04 - 1433 - CD

JERRY A. MILES, JR. and JERRY A.
MILES, individuals and TOP OF
THE LINE MOTORS, INC.

Defendants.

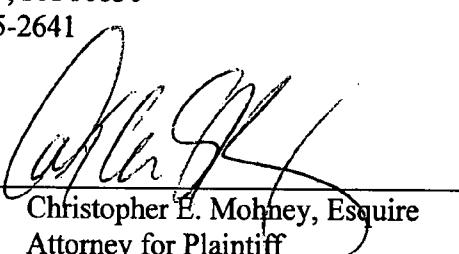
TO: JERRY A. MILES, SR.
640 S. Main Street
DuBois, PA 15801

DATE OF NOTICE: October 13, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

WILLIAM A. SHAW, PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohney, Esquire
Attorney for Plaintiff
I.D. #63494
90 Beaver Drive, Suite 201A
DuBois, PA 15801
(814) 375-1044

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

DONALD R. FEZELL, :
: Plaintiff, :
: :
: vs. :
: :
: NO. 04 - 1433 - CD
: JERRY A. MILES, JR. and JERRY A. :
: MILES, individuals and TOP OF :
: THE LINE MOTORS, INC. :
: :
: Defendants. :
:

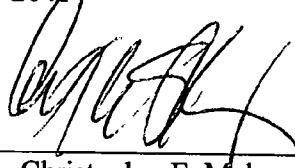
**TO: JERRY A. MILES
640 S. Main Street
DuBois, PA 15801**

DATE OF NOTICE: October 13, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

WILLIAM A. SHAW, PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohney, Esquire
Attorney for Plaintiff
I.D. #63494
90 Beaver Drive, Suite 201A
DuBois, PA 15801
(814) 375-1044

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

DONALD R. FEZELL, :
Plaintiff, :
vs. :
JERRY A. MILES, JR. and JERRY A. : NO. 04 - 1433 - CD
MILES, individuals and TOP OF :
THE LINE MOTORS, INC. :
Defendants. :

TO: TOP OF THE LINE MOTORS, INC.
640 S. Main Street
DuBois, PA 15801

DATE OF NOTICE: October 13, 2004

IMPORTANT NOTICE

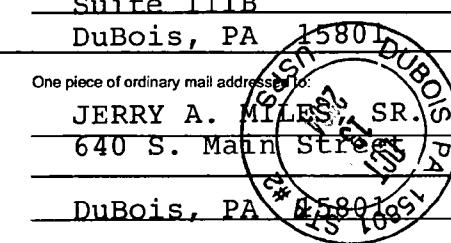
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

WILLIAM A. SHAW, PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohney, Esquire
Attorney for Plaintiff
I.D. #63494
90 Beaver Drive, Suite 201A
DuBois, PA 15801
(814) 375-1044

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: CHRISTOPHER E. MOHNEY, ESQUIRE 90 Beaver Drive Suite 111B DuBois, PA 15801		Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.
One piece of ordinary mail addressed to: JERRY A. MILES, SR. 640 S. Main Street DuBois, PA 15801		   
PS Form 3817, January 2001		



8

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: **CHRISTOPHER E. MOHNEY, ESQUIRE**
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One piece of ordinary mail addressed to:
JERRY A. MILES
640 S. Main Street
DuBois, PA 15801

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

PS Form 3817, January 2001

DUBOIS PA 15801 S 108 2#

USA 23 USA 23 USA 23 USA 23

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: **CHRISTOPHER E. MOHNEY, ESQUIRE**
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One piece of ordinary mail addressed to:
TOP OF THE LINE MOTORS, INC.
640 S. Main Street
DuBois, PA 15801

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

PS Form 3817, January 2001

DUBOIS PA 15801 S 108 2#

USA 23 USA 23 USA 23 USA 23

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
CIVIL DIVISION
NO. 04-1433 CD

DONALD R. FEZELL,

Plaintiff

VS.

JERRY A. MILES, JR. AND
JERRY A. MILES, individuals
and TOP OF THE LINE MOTORS,
INC.,

Defendants

PRAECIPE FOR DEFAULT
JUDGMENT

LAW OFFICES
CHRISTOPHER E. MOHNEY
80 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

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

DONALD R. FEZELL,

Plaintiff,

vs.

NO. 04 - 1433 - CD

JERRY A. MILES, JR., JERRY A.
MILES, individuals and TOP OF
THE LINE MOTORS, INC.

Defendants

NOTICE OF JUDGMENT

Notice is given that a JUDGMENT in the above captioned matter has been entered against Defendants Jerry A. Miles, Jr. and Jerry A. Miles in the amount of \$48,500.00 on _____, 2004, and that a JUDGMENT in the above captioned matter has been entered against Defendant Top of The Line Motors, Inc. in the amount of \$20,000.00 on _____, 2004.

WILLIAM A. SHAW, PROTHONOTARY

By: _____
, Deputy

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

Donald R. Fezell
Plaintiff(s)

No.: 2004-01433-CD

Real Debt: \$48,500.00 against Jerry A. Miles,
Jr. and Jerry A. Miles, Sr.

\$20,000.00 against Top of the Line Motors,
Inc.

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jerry A. Miles Jr.
Jerry A. Miles
Top of the Line Motors, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 27, 2004

Expires: October 27, 2009

Certified from the record this 27th 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

FEZELL, DONALD R.

VS.

MILES, JERRY A. JR.; JERRY A. & TOP OF THE LINE MOTORS INC

COMPLAINT

Sheriff Docket # 16298

04-1433-CD

SHERIFF RETURNS

NOW SEPTEMBER 20, 2004 AT 10:18 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, JR., DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW SEPTEMBER 20, 2004 AT 10:18 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW SEPTEMBER 20, 2004 AT 10:18 AM SERVED THE WITHIN COMPLAINT ON TOP OF THE LINE MOTORS INC., DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
44.62	SHERIFF HAWKINS PAID BY: ATT CK# 1084
30.00	SURCHARGE PAID BY: ATTY CK# 1085

Sworn to Before Me This

23rd Day Of Sept. 2004
W.A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2005
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By Maelyn Harr
Chester A. Hawkins
Sheriff

FILED
018-56371
SEP 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

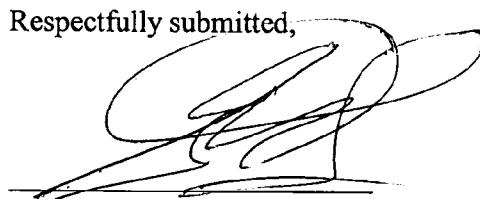
DONALD R. FEZELL : Case No. 04-1433-CD
Plaintiffs :
: :
v. : :
: :
JERRY A. MILES and JERRY A. : :
MILES, JR. and TOP OF THE LINE : :
MOTORS, INC., : :
Defendants : :

**PRAECIPE TO DOCKET BANKRUPTCY
LIEN AVOIDANCE ORDER**

TO: The Prothonotary:

Kindly note at the above docket number the Bankruptcy Court Order dated April 6, 2005 avoiding the lien of Donald R. Fezell in this matter as it pertains to Jerry A. Miles, Jr. A copy of said Order is attached hereto.

Respectfully submitted,


Gary H. Simone, Esquire
RISHOR SIMONE
Suite 208, 101 E. Diamond Street
Butler, PA 16001
(724) 283-7215
PA I.D. #43955

FILED
M 1-334 NO
APR 25 2005
N.Y. William A. Shaw
Prothonotary/Clerk of Courts

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JERRY A. MILES, JR.	:	Bankruptcy No.: 04-34143 BM
Debtor,	:	
JERRY A. MILES, JR.	:	Chapter 7
Movant,	:	Document No.: 13
vs.	:	
CHARLES E. RITZIE, MARY F. RITZIE, a/k/a MARY FRANCES RITZIE, LYNN A. MYERS, KATHI J. MYERS, DONALD R. FEZELL, ROBERT J. KROELL, JOAN KROELL, TIMOTHY R. WELKER, MELISSA A. WELKER, NEIL R. WELKER, RHONDA L. JONES and JAMES R. WALSH, Chapter 7 Trustee	:	
Respondents	:	

Default
ORDER OF COURT

AND NOW this 12 day of April, 2005, upon due consideration of the
Debtor's Motion to Avoid Liens Impairing Debtor's Exemption,

IT IS HEREBY ORDERED:

Said Motion is granted. The following judgment liens entered in the Court of Common
Pleas of Clearfield County, Pennsylvania are hereby avoided in their entirety thereby canceling
said liens and releasing from same the Debtor's residential property located at 1425 Treasure
Lake, DuBois, Pennsylvania, 15801:

Charles E. Ritzie and Mary F.
Ritzie, a/k/a Mary Frances

October 27, 2004

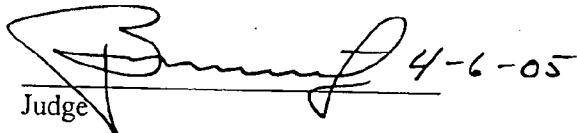
2004-1358 CD

\$50,150.00

Ritzie

Lynn A. Myers and Kathi J. Myers	October 28, 2004	2004-1426 CD \$18,643.62
Donald R. Fezell	October 27, 2004	2004-1433 CD \$48,500.00
Robert J. Kroell and Joan Kroell	October 18, 2004	2004-1374 CD \$55,000.00
Timothy R Welker, Melissa A. Welker and Neil R. Welker	August 26, 2004	2004-01326 CD \$60,500.00
Neil R. Welker and Timothy R. Welker	August 26, 2004	2004-03125 CD \$93,500.00
Rhonda L. Jones	October 24, 2004	2004-1357 CD \$16,700.00

By the Court,



4-6-05

Judge

FILED

APR 6 2005

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DONALD R. FEZELL	:	Case No. 04-1433-CD
Plaintiffs	:	
	:	
V.	:	
	:	
JERRY A. MILES and JERRY A.	:	
MILES, JR. and TOP OF THE LINE	:	
MOTORS, INC.,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, Gary H. Simone, Esquire, hereby certify that a true and correct copy of the Praeclipe to Docket Lien Avoidance was sent by United States Mail, postage prepaid, to the following:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Date: 4.19.05



Gary H. Simone, Esquire
RISHOR SIMONE
Suite 208, 101 E. Diamond
Butler, PA 16001
(724) 283-7215
PA I.D. 43955

FILED

APR 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DONALD R. FEZELL : Case No. 04-1433-CD
Plaintiffs :
: :
v. : :
: :
JERRY A. MILES and JERRY A. : :
MILES, JR. and TOP OF THE LINE : :
MOTORS, INC., : :
Defendants : :

**PRAECIPE TO DOCKET BANKRUPTCY
LIEN AVOIDANCE ORDER**

TO: The Prothonotary:

Kindly note at the above docket number the Bankruptcy Court Order dated April 6, 2005 avoiding the lien of Donald R. Fezell in this matter as it pertains to Jerry A. Miles, Sr. A copy of said Order is attached hereto.

Respectfully submitted,



Gary H. Simone, Esquire
RISHOR SIMONE
Suite 208, 101 E. Diamond Street
Butler, PA 16001
(724) 283-7215
PA I.D. #43955

FILED NO
M 11:32 AM CC
APR 25 2005
B6
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

JERRY A. MILES, JR.	:	Bankruptcy No.: 04-34143 BM
Debtor,	:	
JERRY A. MILES, JR.	:	Chapter 7
Movant,	:	
vs.	:	
CHARLES E. RITZIE, MARY F. RITZIE,	:	
a/k/a MARY FRANCES RITZIE, LYNN A.	:	
MYERS, KATHI J. MYERS, DONALD R.	:	
FEZELL, ROBERT J. KROELL, JOAN	:	
KROELL, TIMOTHY R. WELKER,	:	
MELISSA A. WELKER, NEIL R. WELKER,	:	
RHONDA L. JONES and JAMES R.	:	
WALSH, Chapter 7 Trustee	:	
Respondents		
		Document No.: 13

Default
ORDER OF COURT

AND NOW this 6th day of April, 2005, upon due consideration of the
Debtor's Motion to Avoid Liens Impairing Debtor's Exemption.

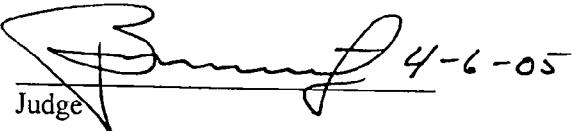
IT IS HEREBY ORDERED:

Said Motion is granted. The following judgment liens entered in the Court of Common Pleas of Clearfield County, Pennsylvania are hereby avoided in their entirety thereby canceling said liens and releasing from same the Debtor's residential property located at 1425 Treasure Lake, DuBois, Pennsylvania, 15801:

Ritzie

Lynn A. Myers and Kathi J. Myers	October 28, 2004	2004-1426 CD \$18,643.62
Donald R. Fezell	October 27, 2004	2004-1433 CD \$48,500.00
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Neil R. Welker and Timothy R. Welker	August 26, 2004	2004-03125 CD \$93,500.00
Rhonda L. Jones	October 24, 2004	2004-1357 CD \$16,700.00

By the Court,



4-6-05

Judge

FILED

APR 6 2005

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DONALD R. FEZELL	:	Case No. 04-1433-CD
Plaintiffs	:	
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JERRY A. MILES and JERRY A.	:	
MILES, JR. and TOP OF THE LINE	:	
MOTORS, INC.,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, Gary H. Simone, Esquire, hereby certify that a true and correct copy of the Praeclipe to Docket Lien Avoidance was sent by United States Mail, postage prepaid, to the following:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
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Date: 4.19.05



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APR 25 2005

William A. Shaw
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