

05-338-CD  
Mellon Bank vs. J. Gladfelter

JANETTE GLADFELTER

Mellon Bank v. Janette Gladfelter  
2005-338-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,

Plaintiff,

vs.

JANETTE GLADFELTER,

Defendant.

CIVIL DIVISION, ARBITRATION  
AND STATUTORY APPEALS ONLY

NO. 05-338-CD

ISSUE NO.

TYPE OF PLEADING: Complaint  
in Civil Action

CODE:

FILED ON BEHALF OF: Plaintiff,  
MELLON BANK N.A.

COUNSEL OF RECORD FOR THIS  
PARTY:

Reed J. Davis  
Pa. I.D. #00501

DAVIS DAVIS ATTORNEYS  
a professional corporation  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243-1478  
412-344-0400

F:\DOCS\20850\020688\05030301.COM RJDlad.wpd

FILED

MAR 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

icc Sheriff

Any pd. 85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,	)	
	)	NO:
Plaintiff,	)	
vs.	)	
	)	
JANETTE GLADFELTER,	)	
	)	
Defendant.	)	

**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 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 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 HELP.

**LAWYER REFERRAL SERVICE**  
**Pennsylvania Bar Association**  
**P.O. Box 186**  
**Harrisburg PA 17108**  
**Telephone: 1-800-692-7375**

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

MELLON BANK N.A.,	)	
	)	
Plaintiff,	)	NO:
vs.	)	
	)	
JANETTE GLADFELTER,	)	
	)	
Defendant.	)	

COMPLAINT IN CIVIL ACTION

AND NOW comes MELLON BANK N.A., by and through their counsel, Davis Davis Attorneys, a professional corporation, and makes this Complaint against the named Defendant of which the following is a statement:

1. MELLON BANK N.A. is a lending institution duly authorized to conduct business in the Commonwealth of Pennsylvania with one of its principal offices located at 2 Mellon Bank, AB50 Rm 152, Pittsburgh PA, 15259; hereinafter referred to as "Plaintiff".

2. Janette Gladfelter is an adult individual whose last known residence is 1716 Lawrence Avenue, P.O. Box 210, Hyde PA 16843; hereinafter referred to as "Defendant".

3. On or about August 17, 1999, this Defendant purchased a 1997 GMC Jimmy SW and entered into a written Agreement for the payment of a portion of the purchase price. A true and correct copy of the aforesaid written agreement is marked Exhibit "A", attached hereto and made a part hereof.

4. The said Agreement was assigned for value to the Plaintiff.

5. The Defendant is in default under the terms and conditions of Exhibit "A" for failing to make payments when due.

6. After notice, Plaintiff sold the motor vehicle and credited the proceeds of said sale to the outstanding obligation of the Defendant.

7. After crediting the said proceeds, the outstanding principal balance which remains due and owing to the Plaintiff by the Defendant is \$10,727.24.

8. Interest accrues on the aforesaid outstanding balance under the terms of Exhibit "A" at the rate of 9% per annum. Interest has accrued through March 3, 2005 in the amount of \$3,800.97.

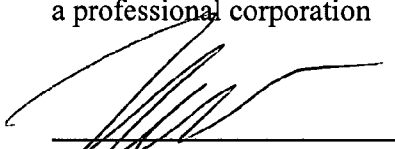
9. Demands for payment have been made upon the Defendant by the Plaintiff, but the Defendant has failed or refused to pay.

10. Under the terms of Exhibit "A", Plaintiff is entitled to reasonable attorneys' fees in the amount of \$2,054.45, which is 20.00% of the amount due and owing.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$16,582.66 with additional interest thereon at the rate of 9% per annum from March 3, 2005 until the date of judgment and at 6.00% per annum thereafter.

DAVIS DAVIS ATTORNEYS  
a professional corporation

By:



Reed J. Davis  
Attorney for Plaintiff  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243-1478  
412-344-0400

0000

# ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days of the due date. The late charge is \$2.00 per month for the unpaid amount of the payment. We will consider any part of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. **APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: first to interest, and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

## 6. WAIVERS.

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on assignment and impairment of collateral or security.

7. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

8. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all bills necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

9. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. **OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay living fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

12. **DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due; or
- You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract; or
- You committed any forgery in connection with this Contract; or
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- You take the Vehicle outside the United States or Canada without our written consent; or
- You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. **OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- ACCELERATION:** We can demand that you pay us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle. But will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. **SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

- NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.
- REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.
- SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.
- SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.
- EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

- Default exceeds fifteen (15) days at the time of repossession;
- The amount of costs are actual, necessary and reasonable; and
- We can prove the costs were paid.

15. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

16. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

17. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

18. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

19. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.**

**Buyer's Guide Window Sticker.** If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

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

## NOTICE OF PROPOSED CREDIT INSURANCE

The sign(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the back of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of coverage is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

## NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

## ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, (Name) to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle herein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed; plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended, and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay, thereby, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assignment, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately, in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any interest thereon and the Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorney's fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the enclosures below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

**WITH FULL RECOURSE**—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

**WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of the Assignment.

Seller

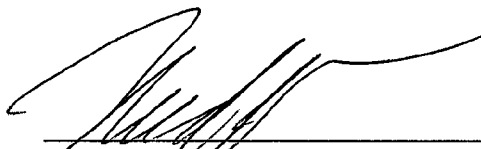
By

VERIFICATION

I, Reed J. Davis, Esquire, state that I am not a party to the action but that at the request of the Plaintiff, and based upon knowledge, information, records, and documents supplied to me by the Plaintiff, the averments set forth in the foregoing **Complaint in Civil Action** are true. A Verification executed by Plaintiff can be supplied at time of trial or upon request.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: March 3, 2005

  
\_\_\_\_\_  
Reed J. Davis, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100289  
NO: 05-338-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MELLON BANK, N.A.  
vs.  
DEFENDANT: JANETTE GLADFELTER

SHERIFF RETURN

NOW, March 14, 2005 AT 2:03 PM SERVED THE WITHIN COMPLAINT ON JANETTE GLADFELTER DEFENDANT AT (LAW OFFICE), 110 N. 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN LHOTA, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR
SURCHARGE	DAVIS
SHERIFF HAWKINS	DAVIS

CHECK #	AMOUNT
5287	10.00
5287	21.24

*sws*  
**FILED**  
*019.30/sw*  
APR 11 2005

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

**William A. Shaw**  
**Prothonotary**

*Chester A. Hawkins*  
*by Mauley Harris*  
Chester A. Hawkins  
Sheriff

FILED

APR 11 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,

Plaintiff,

vs.

JANETTE GLADFELTER,


Defendant.

I hereby certify that the true  
and correct address of the  
Plaintiff is:

2 Mellon Bank, AB50 Rm 152  
Pittsburgh PA, 15259

and the last known address of the  
Defendant is:

1716 Lawrence Avenue PO Box 210  
Hyde PA 16843.

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

) CIVIL DIVISION, ARBITRATION  
) AND STATUTORY APPEALS ONLY  
)

) NO.: 05-338 CD  
)

) ISSUE NO.  
)

) TYPE OF PLEADING: PRAECIPE  
) FOR DEFAULT JUDGMENT  
)

) CODE:  
)

) FILED ON BEHALF OF: Plaintiff,  
) MELLON BANK N.A.  
)

) COUNSEL OF RECORD FOR THIS  
) PARTY:  
)

) Reed J. Davis  
) Pa. I.D. #00501  
)

) DAVIS DAVIS ATTORNEYS  
) a professional corporation  
) 393 Vanadium Road, Suite 300  
) Pittsburgh, PA 15243  
) 412-344-0400  
)

) F:\DOCS\13007\020688\05042501.DJ RJDlad  
)

FILED

MAY 02 2005

m/3:55h  
William A. Shaw  
Prothonotary

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DEPT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,	)	CIVIL DIVISION, ARBITRATION
	)	AND STATUTORY APPEALS ONLY
Plaintiff,	)	
	)	NO.: 05-338 CD
vs.	)	
	)	
JANETTE GLADFELTER,	)	
	)	
Defendant.	)	

TO: PROTHONOTARY

SIR:

Please enter judgment by default against the above named defendant, JANETTE GLADFELTER for failure to file an answer.

Principal claimed in Complaint	\$10,727.24
with interest at the rate of 9%	
per annum from March 27, 2001 through	
April 25, 2005	\$ 3,941.16
Attorney's Fees	\$ 2,054.45

TOTAL

\$16,722.85

with continuing interest on the judgment amount of \$16,722.85 at the rate of 6% per annum from April 25, 2005, plus costs.

DAVIS DAVIS ATTORNEYS  
a professional corporation

BY:

  
\_\_\_\_\_  
Reed J. Davis  
Attorney for Plaintiff

)

(

SS

)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Reed J. Davis, Attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Reed J. Davis

Sworn to and subscribed before me

the 27<sup>th</sup> day of April, 2005

Kimberly Sevasto  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**

**Notarial Seal**

Kimberly Sevacko, Notary Public  
Mt. Lebanon Twp., Allegheny County  
My Commission Expires July 7, 2008

**Member, Pennsylvania Association Of Notaries**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,	)	CIVIL DIVISION, ARBITRATION
	)	AND STATUTORY APPEALS ONLY
Plaintiff,	)	
	)	NO.: 05-338 CD
vs.	)	
	)	
JANETTE GLADFELTER,	)	
	)	
Defendant.	)	

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: JANETTE GLADFELTER  
c/o John Lhota, Esquire  
110 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on Mar 2, 2005.

(X) The judgment is as follows: \$16,722.85 with continuing interest on the judgment amount of \$16,722.85 at the rate of 6% per annum from April 25, 2005, plus costs.

  
\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A.,	)	CIVIL DIVISION, ARBITRATION
	)	AND STATUTORY APPEALS ONLY
Plaintiff,	)	
vs.	)	NO. 05-338 CD
	)	
JANETTE GLADFELTER,	)	
	)	
Defendant.	)	

TO: JANETTE GLADFELTER  
c/o John Lhota, Esquire  
110 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

DATE OF NOTICE: April 13, 2005

IMPORTANT NOTICE

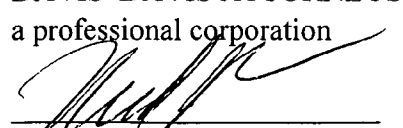
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. 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

Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
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