

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., ) CIVIL DIVISION, ARBITRATION  
 ) AND STATUTORY APPEALS ONLY  
 )  
 Plaintiff, ) NO. 05-338-CD  
 )  
 ) ISSUE NO.  
 vs. )  
 ) TYPE OF PLEADING: Complaint  
 ) in Civil Action  
 )  
 JANETTE GLADFELTER, ) CODE:  
 )  
 )  
 Defendant. ) 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 RJDad.wpd

FILED 1cc Sheriff  
B&W MAR 10 2005 AMY pd. 85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK N.A., )  
 )  
 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.

By:

DAVIS DAVIS ATTORNEYS  
a professional corporation



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

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>509.00</u>
9.00 %	\$ 4934.40	\$ 20100.00	\$ 25034.40	\$ 25543.40

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
100	\$ 4117.24	Monthly, beginning 9-16-99
	\$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment. e means estimate

In this Contract

we are

the SELLER, Fultington Buick Olds Custer P.O. Box 211 Clarendon Hills Pa.

Name

Address

Zip Code

You are

the BUYER(S):

JANETTE GROEFELTER P.O. Box 210 Hyde Pa. 16847

Name(s)

Address(es)

Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in

the following vehicle: 97 Chevrolet Cavalier

Year and Make

Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from liens, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance. What is your  
which costs \$ NA age? Years YearsBy signing, you select Single Credit Accident & Health Insurance  
Health Insurance, which costs \$ NA What is your  
age? Years Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ NA What are  
your ages?

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit  
Accident & Health Insurance, which costs \$ NA What are  
your ages? Percentage  
to be  
insured

1. \_\_\_\_\_

1. \_\_\_\_\_ %

2. \_\_\_\_\_

2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit  
Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/I/M Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number  
u 97 GMC Jimmy SW 6 16KCT18W6VK503647Equipped: A.T. P.S. AM-FM Stereo 5 Spd. Other  
with: A.C. P.W. AM-FM Tape Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.



CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of the Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, shown above, on or before the date of this Contract, and to us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Vehicle, in all parts (called "Accessories") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE  
ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO  
PROTECT YOUR LEGAL RIGHTS.SELLER Fultington Buick Olds Custer  
BY: J. Michael Fink 8/17/99  
DateBUYER Janette Groefelter 8/17/99  
Date

CO-SIGNER: YOU SHOULD READ THIS NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THIS CONTRACT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

(SEAL) Co-Signer's Signature Address Date  
(SEAL) Co-Signer's Signature Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

(SEAL) Co-Owner's Signature Address Date  
BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT  
AT THE TIME OF SIGNING.BUYER Janette Groefelter BUYER J. Michael Fink CO-SIGNER J. Michael Fink CO-SIGNER OR CO-OWNER J. Michael Fink

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CONSUMER FORM PA-23-SLC (8/98)

EXHIBIT

tables

A

## 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 the better 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 received within 10 days of the due date. The late charge will be 2% of the unpaid amount of the payment. The late charge will consist of a period of a month or excess 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 legal 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 suretyship 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 is 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 filing fees 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 you address shown or 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 fire, theft and collision until all sums due us are paid in full. The insurance coverage will be satisfactory to us and protect your interests as our interests at the time of the insured loss. Insurance will be held as "loss payee" on the insurance policy. Premiums will 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 other 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 on 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 filing 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

**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 signer(s) of this Contract hereby (s)he(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 front 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 charge 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, to purchase the within Contract, the Seller hereby warrants and agrees 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 2A of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §5521 et seq); our title to the Contract and the Vehicle covered thereby is absolute, and the title is clear; the Contract is genuine, the signatures thereon are not forged, are from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and sales agreement is complete and correct; the cash downpayment at or before "date-in" advance is 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 original amount, 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 if 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 aforesaid Contract is [are] personally known to the Seller to be the same identical person(s) whose signature(s) is [are] affixed to the Contract; and Seller has no knowledge of facts impacting 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 sell the vehicle for 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 asserted other 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 shall 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 attorneys' 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 canceled 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 then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' 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 money 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 makes either of the enclosures below, titled "WITH FULL RECOUPSE" or "WITH REPURCHASE", Seller's assignment shall, except for the provisions of the paragraph titled "Assignment", be without recourse.

**12. WITH FULL RECOUPSE—**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 if the prompt performance of my duty does not result in the prompt performance of my duty, Seller shall, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

**13. 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.

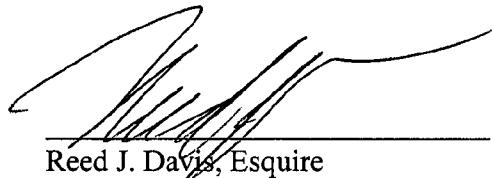
Seller

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	CHECK #	AMOUNT
SURCHARGE	DAVIS	5287	10.00
SHERIFF HAWKINS	DAVIS	5287	21.24

*sw*  
**FILED**  
01/19/2005  
APR 1 1 2005

Sworn to Before Me This  
\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,  
**William A. Shaw**  
**Prothonotary**

*Chester A. Hawkins*  
*My Mawlyn Henn*  
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., ) CIVIL DIVISION, ARBITRATION  
 ) AND STATUTORY APPEALS ONLY

Plaintiff, ) NO.: 05-338 CD

vs. ) ISSUE NO.  
 ) TYPE OF PLEADING: PRAECIPE  
 ) FOR DEFAULT JUDGMENT

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

) CODE: MAY 02 2005 (E)

*u/3:55u*  
William A. Shaw  
Prothonotary  
*curr to atty*  
*Dept.*

) 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 RJD\ad

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

**AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF ALLEGHENY )

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 Sevack  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**

**Notarial Seal**

Notary 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  
Plaintiff, ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 05-338 CD  
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 May 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  
Plaintiff, ) AND STATUTORY APPEALS ONLY  
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

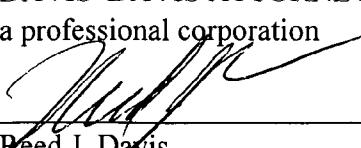
IMPORTANT NOTICE

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  
Telephone: 1-800-692-7375

DAVIS DAVIS ATTORNEYS  
a professional corporation

BY:

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

RJD/lad

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