

First Nat'l Bank et al v. Joseph Spillia  
2005-468-CD

05-468-CD  
First National

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK, formerly  
LAUREL BANK,

Plaintiff  
vs.

JOSEPH L. SPILLIA,

Defendant

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 05-468-CD

TYPE OF DOCUMENT:

COMPLAINT IN EJECTMENT

FILED  
m) 1:09 AM  
APR 01 2005  
1CC Shaff  
Atty pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

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JOHNSTOWN, PA 15901  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No.  
Successor-in-Interest via merger to :  
PROMISTAR BANK, formerly :  
LAUREL BANK, :  
:

Plaintiff :  
vs. :  
JOSEPH L. SPILLIA, :  
Defendant :  
:

NOTICE

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
PHONE: (814) 765-2641

KAMINSKY, THOMAS, WHARTON & LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PA 15901

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No.
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
Plaintiff	:	
vs.	:	
JOSEPH L. SPILLIA,	:	
Defendant	:	

**COMPLAINT IN EJECTMENT**

AND NOW comes the Plaintiff, First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank, by and through its Attorneys, Kaminsky, Thomas, Wharton & Lovette, and files the following Complaint:

1. The Plaintiff, First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank, is a National Banking Association with its principal office located at One FNB Blvd., Hermitage, Mercer County, PA 16148.

2. The Defendant, Joseph L. Spillia, is an adult individual whose last known address is Rt. 53, P.O. Box 88, Drifting, Clearfield County, PA 16834.

3. The Defendant entered into a Mobile Home Installment Sale Contract with Plaintiff dated August 17, 1996, whereby Defendant was purchasing a 1996 Champion Mobile Home 14' x 58', VIN 07968456772. A copy of said Mobile Home Installment Sale Contract is attached hereto, made a part hereof, and marked Exhibit "A". The Plaintiff perfected a lien on the title to the within referenced mobile home through the Commonwealth of Pennsylvania, Department of Motor Vehicles.

4. The Defendant defaulted under the terms of the aforesaid Mobile Home Installment Sale Contract and the Plaintiff repossessed the 1996 Champion Mobile Home 14' x 58', VIN 07968456772, and obtained title in the Plaintiff's name to the mobile home as a result of the default and repossession.

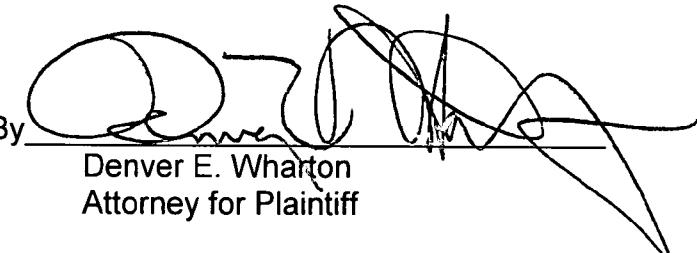
5. The Defendant remains in possession of the mobile home despite demands by the Plaintiff upon the Defendant to vacate the said mobile home.

6. The Defendant has no legal right to possession of the 1996 Champion Mobile Home 14' x 58', VIN 07968456772.

7. The Plaintiff claims the right of possession of the 1996 Champion Mobile Home 14' x 58', VIN 07968456772, to the exclusion of the Defendant pursuant to the Certificate of Title in the Plaintiff's name issued by the Pennsylvania Department of Motor Vehicles identified as Exhibit "B" which is attached hereto and made a part hereof.

WHEREFORE, the Plaintiff, First National Bank of PA, respectfully requests that this Honorable Court enter judgment for the Plaintiff for possession of the aforesaid 1996 Champion Mobile Home 14' x 58', VIN 07968456772, and direct that a Writ of Possession be issued for said mobile home.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By   
Denver E. Wharton  
Attorney for Plaintiff

FEB-16-2005 09:30

FIRST NATIONAL BANK OF PA

MOBILE HOME INSTALLMENT SALE CONTRACT WITHOUT REAL ESTATE, Dated MUG 17724 983 3296 P.02/05  
1996 Account # 510107100

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>950.00</u> .
<u>10.75</u> %	<u>\$ 18,925.80</u>	<u>\$ 18,597.00</u>	<u>\$ 37,522.80</u>	<u>\$ 38,472.80</u>

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
180	\$ 208.46	Monthly, beginning <u>Sept 16</u> , 1996
	\$	

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.

Assumption: Someone buying your Mobile Home cannot assume the remainder of this Contract on the original terms.

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 refunds and penalties.

Security: You are giving a security interest in the mobile home being purchased.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

I this Contract,  
I amto SELLER. Black's Home Sales RDI Box 408 Osceola Mills, PA 16666  
Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

I am

to BUYER(S). Joseph L. Spillia P.O. Box 88 Driftwood PA 16834  
Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to conform all agreements in this Contract.

TRADE-IN:

I have traded in  
the following vehicle:

Year and Make	Series	Gross Allowance	Still Owning	Net Trade-In
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 lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owning."				

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. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called To Property Insurance Company in the ITEMIZATION OF AMOUNT FINANCED section of this Contract. In the section titled YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the Vehicle and keep it insured.

Mobile Home

Physical Damage Ins.	Term	24	Mos.	Other	Term	Mos.	
Comprehensive on				(Describe) _____	\$ _____		
Mobile Home	\$ _____	Term	Mos.	Other			
Fire and				(Describe) _____	\$ _____	Term	Mos.
Theft	\$ _____	Term	Mos.	TOTAL			
				CHARGE	\$ 470.00		

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. 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.

Credit Life Insurance will not be provided, be provided for the term of the credit, be provided for months.I, signing, you select Single Credit Life Insurance, What is your  
which costs \$ 10.00 age? YearsBy signing, you both select Joint  
Credit Life Insurance, which costs \$ 10.00What are  
your ages?

Signature of Buyer to be insured for Single Credit Life Insurance

I, \_\_\_\_\_

2, \_\_\_\_\_  
Signatures of both Buyers to be insured for Joint Credit Life Insurance

Lender:

VEHICLE: You agree to purchase, under the terms of this Contract, the following mobile home and its appliances, furniture, equipment and fixtures, which is called the "Vehicle" or "Mobile Home" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
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1	1996 Champion 14' x 58'	Corrugated	845	07-96-845-6772
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2. Range - Refrigerator

SIGNEE: We may assign this Contract and Security Agreement to the Assignee named in this section, which is the "Assignee." If at any time the owner of the Contract assigns the Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits shall belong to the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee is:

EXHIBIT "A"

LAUREL BANK, 111 W. High Street, Ebensburg, PA 15931

## ITEMIZATION OF AMOUNT FINANCED

Cash Price Including Sales &amp; Luxury Tax

\$ 18,995.00

Cash Downpayment

\$ 950.00

Net Trade-In

\$ 0

Total Downpayment

\$ 950.00

Unpaid Cash Price Balance

\$ 18,045.00

To Credit Insurance Company

\$ 0

To Property Insurance Company

\$ 470.00

To Public Officials for:

License, Tags and Registration

\$ 25.00

Lien Fee

\$ 5.00

To Flood Check

\$ 20.00

To Permit

\$ 32.00

To

\$

To

\$

Amount Financed

\$ 18,597.00

Finance Charge

\$ 18,925.80

Total of Payments (Time Balance)

\$ 37,522.80

Payment Schedule - You agree to pay to us the Total of Payments in

180 uninterrupted monthly

payments of \$ 208.46



**1. PREPAYMENT:** You may prepay the Total of Payments, in part or in full, at any time without penalty. If you prepay in full, we will pay or credit to you a refund of the unearned portions of the Finance Charge and credit insurance premiums you paid. We will determine the amount of the refund of Finance Charge and insurance premiums by using an accounting method called the Actuarial Method. This method assumes that all payments are made when due. If you make a partial prepayment, you must continue to make payments according to the Payment Schedule until the total amount due on this Contract has been paid in full. This will reduce the number of payments you will make.

**2. LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month of the unpaid amount of the payment. We will consider any part of a month in 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.

**3. 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. 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 give due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

**4. INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract will 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.

**5. 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.

**6. 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 without notifying us in advance. You will permit us to inspect the Vehicle at any reasonable time. You agree that the Vehicle will, at all times until this Contract is paid in full, remain personal property. You agree to place the Vehicle in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Vehicle on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter on the premises and to repossess the Vehicle if we have the right to do so under this Contract, even if you are in default of your lease. You agree that you must perform your promises under the Contract even if the Vehicle is lost, damaged or destroyed.

**7. YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft, other hazards against which owner's customarily insure such Vehicles 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 kept. 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 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.

**8. OUR PROMISES ABOUT INSURANCE:** This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the amount financed. It does not apply to Credit Insurance. If you pay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to secure comparable insurance with another insurance company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

**9. 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 not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. You agree to repay the money we advance and to pay a

**10. 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 THE AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Finance Charge on the money we advance 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. The promises you made in the sections above called **YOU PROMISES ABOUT THE VEHICLE** and **YOUR PROMISES ABOUT INSURANCE** and our right under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

**11. 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:

- b. You do not make any payment on or before it is due; or
- b. You do not keep any promise you made in this Contract; or
- c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- d. You made any untrue statement in the credit application for this Contract; or
- e. You committed any forgery in connection with this Contract; or
- f. 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
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- h. You take the Vehicle outside the United States or Canada without our written consent; or
- i. 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
- j. You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

**12. 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, after we have given you any applicable notice and/or right to cure as required by 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:

**a. ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

**b. 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.

**c. 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.

**d. DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

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

**a. 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. This Note will also tell you other information required by law.

**b. CURE:** You have the right to cure your Default at any time before we sell the Vehicle. If you cure your Default, the Contract will remain in effect as though the Default had not occurred.

**c. REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of mailing the Notice of Repossession and at any later time before we sell the Vehicle.

**d. SALE:** If you do not cure your Default or, redeem, you give up all claim to and we will sell the Vehicle. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.

**e. 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.

**f. EXPENSES:** We have the right to charge you, and 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:

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

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

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

**16. 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.

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

**18. 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.**

The insurance policy must provide us with at least 10 days prior written notice or 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 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.

**8. OUR PROMISES ABOUT INSURANCE:** This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the Amount Financed. It does not apply to Credit Insurance. If you repay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

**9. 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. You agree to repay the money we advance and to pay a

**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 take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the 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 the 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, unless a shorter term is so marked on the front of this Contract. 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 MOBILE HOME INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

#### ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: if the assignment 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 P.L.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 therein 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-date 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 or statements therein are true; there is owing thereon the Total of Payments set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereon 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 mobile home certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical persons(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 therefor, 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 to make any payment due hereunder on the assertion, 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 such amount 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 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 and to effect 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 the Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, less any unearned Finance Charge computed according to the "Actuarial Method," plus 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 person 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 otherwise marked either of the endorsements below, titled "WITH FULL RE COURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

**☐ WITH FULL RE COURSE**—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 installments 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 Black's Home Sales

By Donald J. Black, Jr.

Date 8-17-96



**VERIFICATION**

I, Sandra L. Bauer, Repossession Specialist, First National Bank of PA, being authorized to do so, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FIRST NATIONAL BANK OF PA

By Sandra L. Bauer  
Sandra L. Bauer  
Repossession Specialist

DATED: March 28, 2005

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No.

FIRST NATIONAL BANK OF PA,  
et al.

vs.

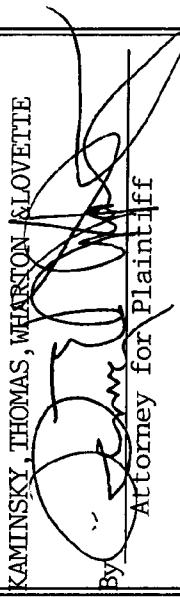
JOSEPH L. SPILLIA

FILED

C O M P L A I N T

TO THE WITHIN DEFENDANT:  
YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE  
HEREOF OR DEFAULT JUDGMENT MAY  
BE ENTERED AGAINST YOU.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By   
Attorney for Plaintiff

APR 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100364  
NO: 05-468-CD  
SERVICE # 1 OF 1  
COMPLAINT IN EJECTMENT

PLAINTIFF: FIRST NATIONAL BANK OF PA.  
vs.  
DEFENDANT: JOSEPH L. SPILLIA

**SHERIFF RETURN**

NOW, April 22, 2005 AT 12:58 PM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON JOSEPH L. SPILLIA DEFENDANT AT RT 53 PO BOX 88, DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH SPILLIA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

**FILED**

APR 27 2005

6/3/05 *la*

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KAMINSKY	29123	10.00
SHERIFF HAWKINS	KAMINSKY	29121	35.82

Sworn to Before Me This

So Answers,

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

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

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK, formerly  
LAUREL BANK,

Plaintiff  
vs.

JOSEPH L. SPILLIA,  
Defendant

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 05-468-CD

TYPE OF DOCUMENT:

PRAECIPE TO ENTER DEFAULT  
JUDGMENT OF POSSESSION

ATTORNEY FOR PLAINTIFF:

DENVER E. WHARTON, ESQUIRE  
SUPREME COURT I.D. #31800  
KAMINSKY, THOMAS, WHARTON  
& LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PA 15901  
TELEPHONE: (814) 535-6756

FILED Atty pd. 2000  
M/3/2005 11:56:01 AM  
JUN 02 2005 Nc Statement  
Notice to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
cc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 05-468-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
Plaintiff	:	
vs.	:	
JOSEPH L. SPILLIA,	:	
Defendant	:	

**PRAECIPE TO ENTER DEFAULT JUDGMENT**  
**OF POSSESSION**

TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Enter Judgment for Possession in favor of the Plaintiff and against the Defendant in the above captioned matter, plus costs and legal interest, for failure of the Defendant to file an Answer.

I hereby certify that a written Notice of Intention to file the within Praecipe was mailed (or delivered) to the Defendant and his attorney of record, if any, after the default occurred and at least ten (10) days prior to the filing of the within Praecipe. Attached hereto is a copy of said Notice and the Certificate of Mailing verifying the same.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

Denver E. Wharton  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 05-468-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
Plaintiff	:	
vs.	:	
JOSEPH L. SPILLIA,	:	
	:	
Defendant	:	

**IMPORTANT NOTICE**

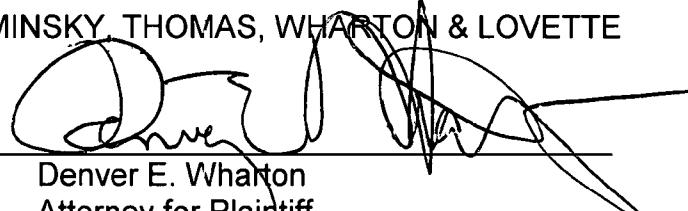
TO: Joseph L. Spillia  
Rt. 53, P.O. Box 88  
Drifting, PA 16834

DATE: May 18, 2005

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. 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 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:

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
PHONE: (814) 765-2641

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 

Denver E. Wharton  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: Denver E. Wharton, Esquire Kaminsky, Thomas, Wharton & Hovet 360 Stonycreek Street Johnstown, PA 15901		JOHNSTOWN PA  U.S. POSTAGE 0000020585 0090 # POSTALIA 298866	
One piece of ordinary mail addressed to: Joseph L. Spillia Rt. 53, P.O. Box 88 Drifting, PA 16834			
			

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-468-CD

FIRST NATIONAL BANK OF PA,  
et al.

vs.

JOSEPH L. SPILLIA

PRAECIPE TO ENTER DEFAULT  
JUDGMENT OF POSSESSION

FILED

JUN 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-468-CD  
Successor-in-Interest via merger to :  
PROMISTAR BANK, formerly :  
LAUREL BANK, :  
:

Plaintiff :  
vs. :  
:

JOSEPH L. SPILLIA, :  
:

Defendant :  
:

TO: Joseph L. Spillia  
Rt. 53, P.O. Box 88  
Drifiting, PA 16834

Notice is given that a judgment for possession in the above captioned matter  
has been entered against you on June 2, 2005.



\_\_\_\_\_  
Prothonotary

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK, formerly  
LAUREL BANK,

Plaintiff  
vs.

JOSEPH L. SPILLIA,

Defendant

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

: No. 05-468-CD

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 05-468-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
Plaintiff	:	
vs.	:	
JOSEPH L. SPILLIA,	:	
Defendant	:	

**PRAECIPE FOR WRIT OF POSSESSION**

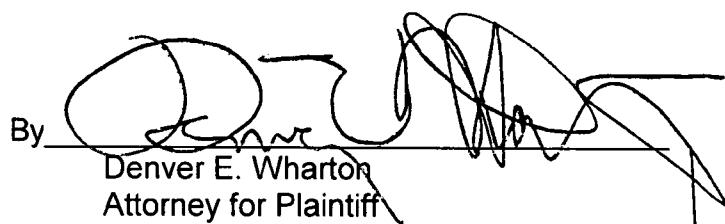
TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Please issue a Writ of Possession in the above captioned matter against the following:

Joseph L. Spillia  
1996 Champion Mobile Home 14' x 58'  
VIN #07968456772

Situate at:  
Rt. 53, P.O. Box 88  
Drifting, PA 16834

KAMINSKY, THOMAS, WHARTON & LOVETTE

By   
Denver E. Wharton  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-468-CD  
Successor-in-Interest via merger to :  
PROMISTAR BANK, formerly :  
LAUREL BANK, :

Plaintiff :  
vs. :

JOSEPH L. SPILLIA, :

Defendant :

**WRIT OF POSSESSION**

TO THE SHERIFF OF THE ABOVE NAMED COURT:

To satisfy the judgment of possession in the above matter, you are directed to deliver possession of the following described property to First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank:

1996 Champion Mobile Home 14' x 58'  
VIN#07968456772

Situate at:  
Rt. 53, P.O. Box 88  
Drifting, PA 16834

*W. L. Ober*  
PA

6/12/05

\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Dkt Pg. 100525

FIRST NATIONAL BANK OF PA.

NO. 05-468-CD

-VS-

JOSEPH L. SPILLIA

WRIT OF POSSESSION

SHERIFF'S RETURN

NOW JUNE 20, 2005 AT 3:00 PM WRIT OF POSSESSION ON JOSEPH L. SPILLIA, RT 53, PO BOX 88, DRIFTING, CLEARFIELD COUNTY, PA. WAS PERFORMED. LOCKS WERE CHANGED.

SHFF. HAWKINS: \$90.00  
SURCHARGE: \$10.00  
PAID BY: ATTY.

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Harris*

CHESTER A. HAWKINS  
SHERIFF

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF 2005

FILED  
014:00821  
JUL 15 2005

V. Maria Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-468-CD

FIRST NATIONAL BANK OF PA,  
et al.

vs.

JOSEPH L. SPILLIA

PRAEICE FOR WRIT  
OF POSSESSION

FILED

JUN 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE

360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-468-CD  
Successor-in-Interest via merger to :  
PROMISTAR BANK, formerly :  
LAUREL BANK, :  
vs.

JOSEPH L. SPILLIA,

Defendant

**WRIT OF POSSESSION**

TO THE SHERIFF OF THE ABOVE NAMED COURT:

To satisfy the judgment of possession in the above matter, you are directed to deliver possession of the following described property to First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank:

1996 Champion Mobile Home 14' x 58'  
VIN#07968456772

Situate at:  
Rt. 53, P.O. Box 88  
Drifting, PA 16834

Recd 6-2-05 @ 3:00pm  
Chester A. Hamer, SHERIFF  
by Maury Hamer

*W.H. Hamer*  
6/2/05

Prothonotary

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-468-CD  
Successor-in-Interest via merger to :  
PROMISTAR BANK, formerly :  
LAUREL BANK, :  
Plaintiff :  
vs. :  
JOSEPH L. SPILLIA, :  
Defendant :  
:

**WRIT OF POSSESSION**

TO THE SHERIFF OF THE ABOVE NAMED COURT:

To satisfy the judgment of possession in the above matter, you are directed to deliver possession of the following described property to First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank:

1996 Champion Mobile Home 14' x 58'  
VIN#07968456772

Situate at:  
Rt. 53, P.O. Box 88  
Drifting, PA 16834

Recd 6-2-05 @ 3:00pm  
Chester A. Hawkins, SHERIFF  
by Marilyn Hagan

*Willie Johnson* 6/12/05

Prothonotary

\_\_\_\_\_  
Sheriff