

05-607-CD  
Northwest Consumer vs. P. Patrick

NW Consumer Disc Co v. Paul Patrick  
2005-607-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST CONSUMER  
DISCOUNT COMPANY d/b/a  
CLEARFIELD CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

PAUL PATRICK,  
Defendant.

CIVIL DIVISION

NO. 05-607-cd

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF PLAINTIFF:

NORTHWEST CONSUMER  
DISCOUNT CO. d/b/a  
CLEARFIELD CONSUMER  
DISCOUNT CO.

COUNSEL OF RECORD FOR  
PLAINTIFF:

RONALD N. THOMAS, ESQUIRE  
PA I.D. # 66078

249 SOUTH MAIN STREET  
P.O. BOX 1713  
BUTLER, PA 16003-1713  
(TEL.) 724-283-7775  
(FAC.) 724-283-7776

FILED 4cc

APR 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Atty Thomas

Atty pd. 85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST CONSUMER  
DISCOUNT COMPANY d/b/a  
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Plaintiff,

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Defendant.

CIVIL DIVISION

NO. \_\_\_\_\_

**COMPLAINT IN REPLEVIN**

AND NOW, comes the Plaintiff, NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation, and through its attorney, RONALD N. THOMAS, ESQUIRE, avers the following Complaint in Civil Action—Replevin:

1. The Plaintiff, NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD CONSUMER DISCOUNT COMPANY (hereinafter "CCDC"), is a Pennsylvania Corporation registered to do business in Pennsylvania, and having a place of business at P.O. Box 432, Clearfield, Clearfield County, Pennsylvania 16830.

2. The Defendant, PAUL PATRICK, is an individual residing at 186 Patrick Lane, Clearfield County, Mahaffey, Pennsylvania 15757.

3. On May 31<sup>st</sup>, 2002, Defendant entered a Loan Agreement with Plaintiff which was secured by a 2002 YAMAHA V-STAR, VIN #JYAVMO1E52AO43827, a copy of said Loan Agreement is attached hereto, made a part hereof, and marked as Exhibit "A".

4. The Loan Agreement required the Defendant to pay 48 monthly payments of \$177.45 each, beginning on June 30<sup>th</sup>, 2002.

5. An encumbrance was entered on the Pennsylvania Title issued for the 2002 YAMAHA motorcycle showing CCDC, Plaintiff herein, as encumbrance holder and as first lienholder. A copy of said title to said vehicle is attached hereto and marked as Exhibit "B."

6. The said Defendant defaulted in the monthly payments required under said Loan Agreement by failing to make the July 30<sup>th</sup>, 2004 payment, and by failing to make any further payments under said Loan Agreement.

7. Pursuant to the provisions of said Loan Agreement, Plaintiff thereupon declared due and payable a balance due thereof which is \$5,093.90 which includes the residual value of the said vehicle. Although requested, the said Defendant refused to pay the balance due or any part thereof.

8. Plaintiff would like to take possession of said vehicle.

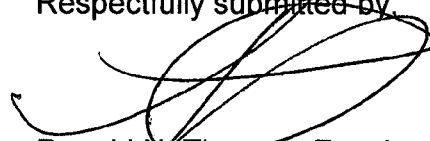
9. Plaintiff avers that under the Additional Terms of the Loan Agreement and Pennsylvania Law it has the right of immediate possession to the 2002 Yamaha V-Star Motorcycle, but that Defendant refuses to relinquish possession thereof.

10. For purposes of the bond, Plaintiff estimates the value of the vehicle to be \$3,430.00.

11. The location of the property to be replevied is unknown.

WHEREFORE, Plaintiff requests judgment against the Defendant for possession of the aforesaid vehicle and damages for its unlawful retention or, in the alternative, the value of said vehicle and the costs.

Respectfully submitted by,



Ronald N. Thomas, Esquire  
Attorney for Plaintiff

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

**NORTHWEST CONSUMER  
DISCOUNT COMPANY d/b/a  
CLEARFIELD CONSUMER  
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Plaintiff,**

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Defendant.**

**CIVIL DIVISION**

**NO. \_\_\_\_\_**

**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 any money claimed in the Complaint or for any 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**CLEARFIELD COUNTY COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765-2641**

Exhibit "A"

## PENNSYLVANIA RETAIL INSTALLMENT CONTRACT - SECURITY AGREEMENT and DISCLOSURE STATEMENT

Dated 5-31-02

Customer's name and address (you, your) (Buyer)

Retailer's name and address (Seller) (I, me, we, us or our)

PAUL PATRICK  
R.O.I. Box 311  
Mahanoy, PA 15757

MOUNTAIN EXTREME  
R.O.I. Box 40  
ROCKTON PA 15856

ANNUAL  
PERCENTAGE RATEThe cost of your credit  
as a yearly rate.

18 %

## FINANCE CHARGE

The dollar amount the  
credit will cost you.\$ 2,476 <sup>60</sup>

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 6,041

## Total of Payments

The amount you will  
have paid after you have  
made all payments as  
scheduled.\$ 8517. <sup>60</sup>

## Total Sale Price

The cost of your purchase  
on credit, including your  
downpayment of\$ 6,041. <sup>60</sup>

Your payment schedule will be

A first payment of \$ 177. <sup>45</sup> and 47 payments of \$ 177. <sup>45</sup> beginning on 6-30-02**Security:** You are giving a security interest in the goods or property being purchased.**Late Charge:** If a payment is more than 10 days late, you will be charged an amount equal to 5% of the amount past due not to exceed \$5.00 with a minimum charge of \$1.00.**Prepayment:** If you pay off early, you may be entitled to a refund of part of the finance charge.

See below and on reverse side for additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

Description of Goods and/or Services	Manufacturer	Model No.	Serial No.	Cash Sale Price
2002 V-STAR 650	Yamaha	XVS 650 AP-B	JYAFM016S2A043821	\$ 5600. <sup>00</sup>
				\$
				\$
Sales Tax				\$ 336. <sup>00</sup>

INSURANCE: CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. YOU UNDERSTAND THAT WE ANTICIPATE PROFITS FROM THE SALE OF CREDIT INSURANCE AND IF YOU SELECT SUCH INSURANCE YOU CONSENT THERETO. THE COST FOR THIS INSURANCE FOR THE TERM OF THE CONTRACT IS:

Type of Ins.	(x)	Premium	Signature
Single Credit Life		\$	I/We want credit life insurance. Age: _____ Buyer #1 _____ Age: _____ Buyer #2 _____
Joint Credit Life		\$	
Single Credit Disability		\$	I/We want credit disability insurance. Age: _____ Buyer #1 _____ Age: _____ Buyer #2 _____
Joint Credit Disability		\$	
Joint Credit Disability		\$	We want joint credit disability insurance. Percentage to be insured _____ % Age: _____ Buyer #1 _____ Age: _____ Buyer #2 _____
Portion of Payment		\$	
Property Insurance		\$	I want property insurance. Buyer #1 _____

## ITEMIZATION OF AMOUNT FINANCED

- SALE PRICE (Cash Price, including any accessories, services and sales tax, if any) \$ 5936. <sup>00</sup>
- DOWN PAYMENT
  - Cash Down Payment \$ - 0 -
  - Trade-in \$ \_\_\_\_\_ (describe)
  - Total Down Payment \$ - 0 -
- UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 5936
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF
  - To Insurance Companies
    - For Single Credit Life \$ \_\_\_\_\_
    - For Joint Credit Life \$ \_\_\_\_\_
    - For Single Credit Disability \$ \_\_\_\_\_
    - For Joint Credit Disability \$ \_\_\_\_\_
    - For Personal Property \$ \_\_\_\_\_
    - Other \$ \_\_\_\_\_
  - To Public Officials
    - For License Fee \$ 20
    - For Registration Fee \$ 20
    - For Title Fee \$ 22. <sup>50</sup>
    - Other NOTARY \$ 42. <sup>50</sup>
  - Taxes not included in cash price \$ \_\_\_\_\_
  - Other \$ \_\_\_\_\_

TOTAL PAID TO OTHERS ON YOUR BEHALF \$ 105. <sup>00</sup>5. AMOUNT FINANCED (3 plus 4) \$ 6041. <sup>00</sup>

If you do not meet your contract obligations, you may lose your house, the property that you bought with this contract, other household goods and furniture or your motor vehicle.

**SET-OFF:** The law gives us a right of set-off in any of your property in Northwest affiliates and subsidiaries possession at any time, including deposit accounts. This means that, if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note.

☐ IF CHECKED THIS CONTRACT MAY BE PAID IN FULL WITHIN \_\_\_\_\_ MONTHS FROM DATE OF CONTRACT AND ANY ACCRUED FINANCE CHARGE WILL BE WAIVED. IF YOU DO NOT PAY THIS CONTRACT IN FULL WITHIN THE TIME PERIOD SHOWN, THEN THE FINANCE CHARGE BEGINS TO ACCRUE FROM DATE OF THE CONTRACT.

charge of \$1.00.

**Prepayment:** If you pay off early, you may be entitled to a refund of part of the finance charge.

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				\$
				\$
Sales Tax				\$336 <sup>00</sup>

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Type of Ins.	(x)	Premium	Signature
Single Credit Life			I/We want credit life insurance. Age: _____ Buyer #1 _____
Joint Credit Life		\$	Age: _____ Buyer #2 _____
Single Credit Disability			I/We want credit disability insurance. Age: _____ Buyer #1 _____
Joint Credit Disability		\$	Age: _____ Buyer #2 _____
Joint Credit Disability		\$	We want joint credit disability insurance. Percentage to be insured _____% Age: _____ Buyer #1 _____
Portion of Payment			Age: _____ Buyer #2 _____
Property Insurance		\$	I want property insurance. Buyer #1 _____

#### ITEMIZATION OF AMOUNT FINANCED

- SALE PRICE (Cash Price, including any accessories, services and sales tax, if any) \$ 5936<sup>00</sup>
- DOWN PAYMENT  
A. Cash Down Payment \$ - 0 -  
B. Trade-in \$ \_\_\_\_\_  
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- UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 5936
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF  
A. To Insurance Companies  
1. For Single Credit Life \$ \_\_\_\_\_  
2. For Joint Credit Life \$ \_\_\_\_\_  
3. For Single Credit Disability \$ \_\_\_\_\_  
4. For Joint Credit Disability \$ \_\_\_\_\_  
5. For Personal Property \$ \_\_\_\_\_  
6. Other \$ \_\_\_\_\_  
B. To Public Officials  
1. For License Fee \$ 20  
2. For Registration Fee \$ 20  
3. For Title Fee \$ 22.50  
4. Other NOTARY \$ 42.50  
C. Taxes not included in cash price \$ \_\_\_\_\_  
D. Other \$ \_\_\_\_\_  
TOTAL PAID TO OTHERS ON YOUR BEHALF \$ 105<sup>00</sup>
- AMOUNT FINANCED (3 plus 4) \$ 6041<sup>00</sup>

If you do not meet your contract obligations, you may lose your house, the property that you bought with this contract, other household goods and furniture or your motor vehicle.

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☐ IF CHECKED THIS CONTRACT MAY BE PAID IN FULL WITHIN \_\_\_\_\_ MONTHS FROM DATE OF CONTRACT AND ANY ACCRUED FINANCE CHARGE WILL BE WAIVED. IF YOU DO NOT PAY THIS CONTRACT IN FULL WITHIN THE TIME PERIOD SHOWN, THEN THE FINANCE CHARGE BEGINS TO ACCRUE FROM DATE OF THE CONTRACT.

**PROMISE TO PAY:** You the Buyer, agree to pay us the amount shown as "Total of Payments" in consecutive monthly installments commencing on the first due date as shown above and on or before the same day of each succeeding month until paid in full. **PROMISES ARE JOINT SEVERABLE:** If there is more than one Buyer, each of you promise, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**RETURNED CHECK CHARGE:** I agree to pay a \$20.00 fee for each check presented for payment on this contract which is returned unpaid.

☐ If checked the following notice applies: **BUYER'S RIGHT TO CANCEL:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely to a filled-in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the Finance Charge. 4. By endorsement you agree to any use and disclosure of information with our affiliates and subsidiaries.

**ACCEPTANCE AND ASSIGNMENT:** The foregoing contract is hereby accepted by the Seller below and is assigned to Northwest Consumer Discount Company, its affiliates and subsidiaries in accordance with terms of the assignment and set forth on the reverse side hereof and as initiated below, and with the terms of any written Dealer Agreement Seller has entered into with Northwest Consumer Discount Company, its affiliates and subsidiaries.

Executed in Quadruplicate this 21<sup>st</sup> day of MAY, 2002  
Seller Mountain Extreme  
SELLER/ASSIGNOR (Retailer)  
By: [Signature] Title Sales

RECEIPT OF A SIGNED COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED BY THE BUYER.

#### SECURITY AGREEMENT

Buyer #1: X Paul Patrick  
Buyer #2: \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS



Exhibit "B"

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

7.410

021690050004284-002

JYAVM01E52A043827

VEHICLE IDENTIFICATION NUMBER

1920

YEAR

YAMAHA

MAKE OF VEHICLE

57704731501 PA

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

7/22/02

ODOM. PROCD. DATE

000001

ODOM. MILES

0

ODOM. STATUS

7/22/02

DATE PA TITLED

7/22/02

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

### ODOMETER STATUS

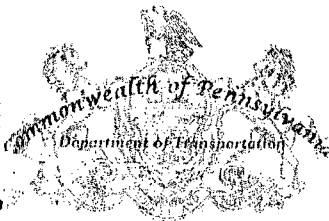
- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS/WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS/WAS A TAXI

REGISTERED OWNER(S)

PAUL PATRICK  
R D 1 BOX 311  
MAHAFFEY PA 15757



FIRST LIEN FAVOR OF:

CLEARFIELD CONSUMER  
DISCOUNT

SECOND LIEN FAVOR OF:

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CLEARFIELD CONSUMER  
DISCOUNT  
P O BOX 432  
CLEARFIELD PA 16830

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L MALLORY

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: \_\_\_\_\_ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: \_\_\_\_\_

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

166510

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA      )

) SS:

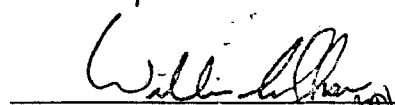
COUNTY OF CLEARFIELD                    )

Before me, the undersigned authority, personally appeared, JOSEPH P. STROUSE, MANAGER of NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD CONSUMER DISCOUNT COMPANY, Plaintiff herein, who, being duly sworn according to law, deposes and says that he is duly authorized to make this affidavit and that the averments of fact contained in the foregoing **Complaint in Civil Action–Replevin** insofar as the same are within his own knowledge, are true and correct and, as to those based on information and belief, he believes to be true.



JOSEPH P. STROUSE, MANAGER  
NORTHWEST CONSUMER DISCOUNT  
COMPANY d/b/a CLEARFIELD  
CONSUMER DISCOUNT COMPANY

SWORN TO and subscribed  
before me this 28<sup>th</sup> day  
of April, 2005.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **100436**

NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD  
CONSUMER DISCOUNT COMPANY

Case # 05-607-CD

vs.

PAUL PATRICK

**SHERIFF RETURNS**

NOW May 31, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO PAUL PATRICK, DEFENDANT. ATTEMPTED SEVERAL TIMES "NOT HOME".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THOMAS	1631	10.00
SHERIFF HAWKINS	THOMAS	1631	90.00
SHERIFF HAWKINS	"	1688	66.56

Sworn to Before me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**  
012:34601  
JUN 06 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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CLEARFIELD CONSUMER  
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CIVIL DIVISION

NO. 05-607-C

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF PLAINTIFF:

NORTHWEST CONSUMER  
DISCOUNT CO. d/b/a  
CLEARFIELD CONSUMER  
DISCOUNT CO.

COUNSEL OF RECORD FOR  
PLAINTIFF:

RONALD N. THOMAS, ESQUIRE  
PA I.D. # 66078

249 SOUTH MAIN STREET  
P.O. BOX 1713  
BUTLER, PA 16003-1713  
(TEL.) 724-283-7775  
(FAC.) 724-283-7776

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 28 2005

Attest.

*William L. Thomas*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST CONSUMER  
DISCOUNT COMPANY d/b/a  
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Plaintiff,

vs.

PAUL PATRICK,  
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CIVIL DIVISION

NO. \_\_\_\_\_

COMPLAINT IN REPLEVIN

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1. The Plaintiff, NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD CONSUMER DISCOUNT COMPANY (hereinafter "CCDC"), is a Pennsylvania Corporation registered to do business in Pennsylvania, and having a place of business at P.O. Box 432, Clearfield, Clearfield County, Pennsylvania 16830.

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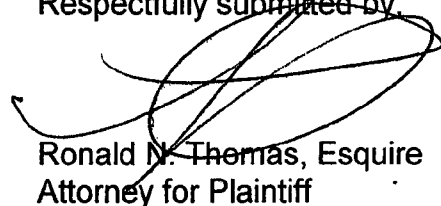
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WHEREFORE, Plaintiff requests judgment against the Defendant for possession of the aforesaid vehicle and damages for its unlawful retention or, in the alternative, the value of said vehicle and the costs.

Respectfully submitted by,



Ronald N. Thomas, Esquire  
Attorney for Plaintiff

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DISCOUNT COMPANY d/b/a  
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Defendant.**

**CIVIL DIVISION**

**NO. \_\_\_\_\_**

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

**CLEARFIELD COUNTY COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765-2641**



Exhibit "A"

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Dated 5-31-02

Customer's name and address (you, your) (Buyer)

PAUL PATRICK  
R.O.I. Box 311  
Mahanoy, PA 15757

Retailer's name and address, (Seller) (I, me, we, us or our)

MOUNTAIN EXTREME  
R.O.I. Box 4D  
ROCKTON PA 15856

ANNUAL  
PERCENTAGE RATEThe cost of your credit  
as a yearly rate.

18 %

## FINANCE CHARGE

The dollar amount the  
credit will cost you.\$ 2,476 <sup>60</sup>

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 6,041

## Total of Payments

The amount you will  
have paid after you have  
made all payments as  
scheduled.\$ 8517. <sup>60</sup>

## Total Sale Price

The cost of your purchase  
on credit, including your  
downpayment of\$ 6,041. <sup>00</sup>

Your payment schedule will be

A first payment of \$ 177. <sup>45</sup> and 47 payments of \$ 177. <sup>45</sup> beginning on 6-30-02

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 10 days late, you will be charged an amount equal to 5% of the amount past due not to exceed \$5.00 with a minimum charge of \$1.00.

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

See below and on reverse side for additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

Description of Goods and/or Services	Manufacturer	Model No.	Serial No.	Cash Sale Price
2002 V-STAR 650	Yamaha	XVS65AP-B	JYAM01652A043927	\$ 5600. <sup>00</sup>
				\$
				\$
Sales Tax				\$ 336. <sup>00</sup>

INSURANCE: CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. YOU UNDERSTAND THAT WE ANTICIPATE PROFITS FROM THE SALE OF CREDIT INSURANCE AND IF YOU SELECT SUCH INSURANCE YOU CONSENT THERETO. THE COST FOR THIS INSURANCE FOR THE TERM OF THE CONTRACT IS:

Type of Ins.	(x)	Premium	Signature
Single Credit Life			I/We want credit life insurance. Age: _____ Buyer #1 _____
Joint Credit Life		\$	Age: _____ Buyer #2 _____
Single Credit Disability			I/We want credit disability insurance. Age: _____ Buyer #1 _____
Joint Credit Disability		\$	Age: _____ Buyer #2 _____
Joint Credit Disability		\$	We want joint credit disability insurance. Percentage to be insured _____ % Age: _____ Buyer #1 _____
Portion of Payment			Age: _____ % Buyer #2 _____
Property Insurance		\$	I want property insurance. Buyer #1 _____

## ITEMIZATION OF AMOUNT FINANCED

- SALE PRICE (Cash Price, including any accessories, services and sales tax, if any) \$ 5936. <sup>00</sup>
- DOWN PAYMENT
  - Cash Down Payment \$ - 0 -
  - Trade-in \$ \_\_\_\_\_

(describe)

  - Total Down Payment \$ - 0 -
- UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 5936
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF
  - To Insurance Companies
    - For Single Credit Life \$ \_\_\_\_\_
    - For Joint Credit Life \$ \_\_\_\_\_
    - For Single Credit Disability \$ \_\_\_\_\_
    - For Joint Credit Disability \$ \_\_\_\_\_
    - For Personal Property \$ \_\_\_\_\_
    - Other \$ \_\_\_\_\_
  - To Public Officials
    - For License Fee \$ 20
    - For Registration Fee \$ 20
    - For Title Fee \$ 22. <sup>50</sup>
    - Other NOTARY \$ 42. <sup>50</sup>
  - Taxes not included in cash price \$ \_\_\_\_\_
  - Other \$ \_\_\_\_\_

TOTAL PAID TO OTHERS ON YOUR BEHALF \$ 105. <sup>00</sup>
- AMOUNT FINANCED (3 plus 4) \$ 6041. <sup>00</sup>

If you do not meet your contract obligations, you may lose your house, the property that you bought with this contract, other household goods and furniture or your motor vehicle.

SET-OFF: The law gives us a right of set-off in any of your property in Northwest affiliates and subsidiaries possession at any time, including deposit accounts. This means that, if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note.

☐ IF CHECKED THIS CONTRACT MAY BE PAID IN FULL WITHIN \_\_\_\_\_ MONTHS FROM DATE OF CONTRACT AND ANY ACCRUED FINANCE CHARGE WILL BE WAIVED. IF YOU DO NOT PAY THIS CONTRACT IN FULL WITHIN THE TIME PERIOD SHOWN, THEN THE FINANCE CHARGE BEGINS TO ACCRUE FROM DATE OF THE CONTRACT.

charge of \$1.00.

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2002 V-STAR 650	YAMAHA	XVS65AP-B	JYATMB1E52A043827	\$ 5600 <sup>00</sup>
				\$
				\$
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Joint Credit Disability		\$	Age: _____ Buyer #2 _____
Joint Credit Disability		\$	We want joint credit disability insurance. Percentage to be insured _____% Age: _____ Buyer #1 _____
Portion of Payment			Age: _____ Buyer #2 _____
Property Insurance		\$	I want property insurance. Buyer #1 _____

#### ITEMIZATION OF AMOUNT FINANCED

- SALE PRICE (Cash Price, including any accessories, services and sales tax, if any) \$ 5936<sup>00</sup>
- DOWN PAYMENT  
A. Cash Down Payment \$ - 0 -  
B. Trade-in \$ \_\_\_\_\_  
(describe)  
C. Total Down Payment \$ - 0 -
- UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 5936
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF  
A. To Insurance Companies  
1. For Single Credit Life \$ \_\_\_\_\_  
2. For Joint Credit Life \$ \_\_\_\_\_  
3. For Single Credit Disability \$ \_\_\_\_\_  
4. For Joint Credit Disability \$ \_\_\_\_\_  
5. For Personal Property \$ \_\_\_\_\_  
6. Other \$ \_\_\_\_\_  
B. To Public Officials  
1. For License Fee \$ 20  
2. For Registration Fee \$ 20  
3. For Title Fee \$ 22.50  
4. Other NOTARY \$ 42.50  
C. Taxes not included in cash price \$ \_\_\_\_\_  
D. Other \$ \_\_\_\_\_  
TOTAL PAID TO OTHERS ON YOUR BEHALF \$ 105<sup>00</sup>
- AMOUNT FINANCED (3 plus 4) \$ 6041<sup>00</sup>

If you do not meet your contract obligations, you may lose your house, the property that you bought with this contract, other household goods and furniture or your motor vehicle.

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**PROMISE TO PAY:** You the Buyer, agree to pay us the amount shown as "Total of Payments" in consecutive monthly installments commencing on the first due date as shown above and on or before the same day of each succeeding month until paid in full. **PROMISES ARE JOINT SEVERABLE:** If there is more than one Buyer, each of you promise, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**RETURNED CHECK CHARGE:** I agree to pay a \$20.00 fee for each check presented for payment on this contract which is returned unpaid.

☐ If checked the following notice applies: **BUYER'S RIGHT TO CANCEL:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely to a filled-in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the Finance Charge. 4. By endorsement you agree to any use and disclosure of information with our affiliates and subsidiaries.

**ACCEPTANCE AND ASSIGNMENT:** The foregoing contract is hereby accepted by the Seller below and is assigned to Northwest Consumer Discount Company, its affiliates and subsidiaries in accordance with terms of the assignment and set forth on the reverse side hereof and as initialed below, and with the terms of any written Dealer Agreement Seller has entered into with Northwest Consumer Discount Company, its affiliates and subsidiaries.

Executed in Quadruplicate this 31<sup>st</sup> day of MAY, 2002  
Seller Mountain Extreme  
SELLER/ASSIGNOR (Retailer)

By: [Signature] Title Sales

RECEIPT OF A SIGNED COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED BY THE BUYER.

#### SECURITY AGREEMENT

Buyer #1: X Paul Patrick  
Buyer #2: \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Exhibit "B"

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

7,410

021690050004284-002

JYAVM01E52A043827

VEHICLE IDENTIFICATION NUMBER

1920

YEAR

YAMAHA

MAKE OF VEHICLE

57704731501 PA

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

7/22/02

ODOM. PROCD. DATE

000001

ODOM. MILES

0

ODOM. STATUS

7/22/02

DATE PA TITLED

7/22/02

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

### ODOMETER STATUS

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS WAS A TAXI

REGISTERED OWNER(S)

PAUL PATRICK  
R D 1 BOX 311  
MAHAFFEY PA 15757



FIRST LIEN FAVOR OF:

CLEARFIELD CONSUMER  
DISCOUNT

SECOND LIEN FAVOR OF:

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CLEARFIELD CONSUMER  
DISCOUNT  
P O BOX 432  
CLEARFIELD PA 16830

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L. MALLORY

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: → IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

166510


**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )

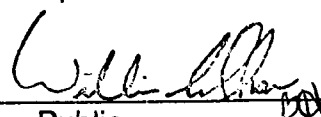
) SS:

COUNTY OF CLEARFIELD )

Before me, the undersigned authority, personally appeared, JOSEPH P. STROUSE, MANAGER of NORTHWEST CONSUMER DISCOUNT COMPANY d/b/a CLEARFIELD CONSUMER DISCOUNT COMPANY, Plaintiff herein, who, being duly sworn according to law, deposes and says that he is duly authorized to make this affidavit and that the averments of fact contained in the foregoing **Complaint in Civil Action--Replevin** insofar as the same are within his own knowledge, are true and correct and, as to those based on information and belief, he believes to be true.

  
\_\_\_\_\_  
JOSEPH P. STROUSE, MANAGER  
NORTHWEST CONSUMER DISCOUNT  
COMPANY d/b/a CLEARFIELD  
CONSUMER DISCOUNT COMPANY

SWORN TO and subscribed  
before me this 28<sup>th</sup> day  
of April, 2005.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**FILED**

**JUN 06 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

F. CORTEZ BELL, III, ESQUIRE  
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE  
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010  
FAX: 814-765-7649  
EMAIL: fbell@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

HON. PAUL E. CHERRY  
JUDGE

March 15, 2013

RE: 2005 – 607 - CD

**NORTHWEST CONSUMER DISCOUNT COMPANY**

vs.

**PAUL PATRICK**

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement to Proceed must be filed on or before May 14, 2013.

**If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.**

Sincerely,

A handwritten signature in black ink that reads "F. Cortez Bell, III".

F. Cortez Bell, III, Esquire  
Court Administrator

**FILED**

5 MAR 15 2013 CV

William A. Shaw  
Prothonotary/Clerk of Courts



Paul Patrick  
186 Patrick Lane  
Mahaffey, PA 15757

Ronald Thomas, Esq.  
238 S. Main St.  
PO Box 1713  
Butler, PA 16003

**FILED**

MAR 15 2013

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST CONSUMER DISCOUNT COMPANY

Plaintiff

vs.

PAUL PATRICK,

Defendant

\*  
\*  
\*  
\*  
\*

NO, 2005-607-CD

**ORDER**

NOW, this 20th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since June 6, 2005 and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 14, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

1-19-2013 Noce  
6/19/2013  
JUN 27 2013 GK  
William A. Shaw  
Prothonotary/Clerk of Courts