

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-cs

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
01/08/01 Atty Thomas
APR 28 2005 Atty pd.
William A. Shaw 85.00
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST CONSUMER
DISCOUNT COMPANY d/b/a
CLEARFIELD CONSUMER
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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 31st, 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 30th, 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 30th, 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.

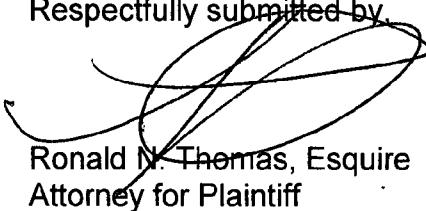
9. Plaintiff avers that under the Additional Terms of the Loan Agreement and Pennsylvania Law it has the right of immediate possession to the 2002 Yamaha V-Star Motorcycle, but that Defendant refuses to relinquish possession thereof.

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

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DISCOUNT COMPANY d/b/a
CLEARFIELD CONSUMER
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vs.

PAUL PATRICK,
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)		Retailers name and address, (Seller) (I, me, we, us or our)		
<i>Paul PATRICK</i> <i>RD 1 Box 311</i> <i>McHaffey, PA 15757</i>		<i>Mountain EXTREME</i> <i>RD 1 Box 4D</i> <i>ROCKTON PA 15856</i>		
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 payments as scheduled.	Total Sale Price The cost of your purchase on credit, including your downpayment of
18 %	\$ 2,476.60	\$ 6,041	\$ 8517.60	\$ <u>6,041.00</u>

Your payment schedule will be
 A first payment of \$ 177.45 and 47 payments of \$ 177.45 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-STIR 65-0	Yamaha	XVS65AP-B	JYAHM01ES2A043827	\$ 5600.00
				\$
				\$
				Sales Tax \$ 336.00

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 _____ % Buyer #2 _____ %
Portion of Payment		\$	I want property insurance. Buyer #1 _____
Property Insurance		\$	

ITEMIZATION OF AMOUNT FINANCED

1. SALE PRICE (Cash Price, including any accessories, services and sales tax, if any)	\$ <u>5936.00</u>
2. DOWN PAYMENT	
A. Cash Down Payment	\$ <u>0.00</u>
B. Trade-in _____	\$ _____
(describe)	
C. Total Down Payment	\$ <u>0.00</u>
3. UNPAID BALANCE OF CASH PRICE (1 minus 2)	\$ <u>5936.00</u>
4. 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	\$ <u>2.00</u>
2. For Registration Fee	\$ <u>2.00</u>
3. For Title Fee	\$ <u>22.50</u>
4. Other <u>NOTARY</u>	\$ <u>42.50</u>
C. Taxes not included in cash price	\$ _____
D. Other _____	\$ _____
TOTAL PAID TO OTHERS ON YOUR BEHALF	\$ <u>105.00</u>
5. AMOUNT FINANCED (3 plus 4)	\$ <u>6041.00</u>

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.

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.

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2002 V-STAR 650	Yamaha	XVS650AP-B	JYADM01E52A043827	\$ 5600
				\$
				\$
				Sales Tax \$ 336.00

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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 _____ Age: _____ % Buyer #2 _____
Portion of Payment		\$	I want property insurance. Buyer #1 _____

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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 31st day of May, 2002

Seller Mountain Extreme

SELLER/ASSIGNOR (Retailer)

By: John S. Title: Sales

ITEMIZATION OF AMOUNT FINANCED

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C. Total Down Payment	\$ <u>0</u>
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4. 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	
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4. Other <u>Notary</u>	\$ <u>42.50</u>
C. Taxes not included in cash price	\$ _____
D. Other _____	\$ _____
TOTAL PAID TO OTHERS ON YOUR BEHALF	\$ <u>105.00</u>
5. AMOUNT FINANCED (3 plus 4)	\$ <u>6041.00</u>

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

0216-0050004284-002

JYAVM01E52A043827

VEHICLE IDENTIFICATION NUMBER

1920 YAMAHA

YEAR

57204731501 PA

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROC'D. DATE

ODOM. MILES

ODOM. STATUS

7/22/02
DATE PA TITLED

7/22/02
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

REGISTERED OWNER(S)

PAUL PATRICK
R D 1 BOX 311
MAHAFFEY PA 15757

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

FIRST LIEN FAVOR OF:

CLEARFIELD CONSUMER
DISCOUNT

FIRST LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

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.

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

CLEARFIELD CONSUMER
DISCOUNT
P O BOX 432
CLEARFIELD PA 16830

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



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.

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

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

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

CITY STATE ZIP

07599T

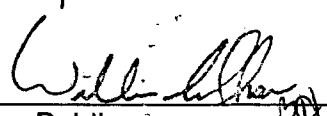
AFFIDAVIT

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 28th 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

So Answers,

____ Day of _____ 2005

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

FILED
07/06/2005
JUN 06 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

NO. 05-607-CJ

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FILED ON BEHALF OF PLAINTIFF:

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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. Ritter
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

NO. _____

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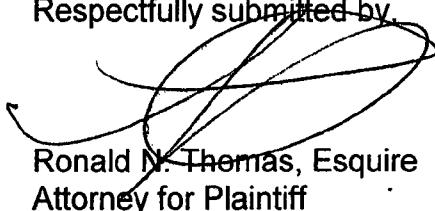
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Respectfully submitted by,



Ronald N. Thomas, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST CONSUMER	:	CIVIL DIVISION
DISCOUNT COMPANY d/b/a	:	
CLEARFIELD CONSUMER	:	
DISCOUNT COMPANY,	:	
Plaintiff,	:	
vs.	:	
PAUL PATRICK,	:	
Defendant.	:	

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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:

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Telephone: (814) 765-2641

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Dated 5-31-02

Customer's name and address (you, your) (Buyer)		Retailers name and address, (Seller) (I, me, we, us or our)		
<u>Paul PATRICK</u> <u>R.D. 1 Box 311</u> <u>Albion, PA 15721</u>		<u>Mountain EXTREME</u> <u>R.D. 1 Box 4D</u> <u>ROCKTON PA 15856</u>		
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 payments as scheduled.	Total Sale Price The cost of your purchase on credit, including your downpayment of \$ <u>6,041.00</u>
18 %	\$ 2,476.60	\$ 6,041	\$ 8517.60	
Your payment schedule will be A first payment of \$ <u>177.45</u> and <u>47</u> payments of \$ <u>177.45</u> beginning on <u>6-30-02</u> .				
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				\$
				\$
				Sales Tax \$ 336.00
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 _____ %
Portion of Payment		\$	Age: _____	_____ %
Property Insurance		\$	I want property insurance. Buyer #1 _____	
ITEMIZATION OF AMOUNT FINANCED				
1. SALE PRICE (Cash Price, including any accessories, services and sales tax, if any) \$ <u>5936.00</u>				
2. DOWN PAYMENT				
A. Cash Down Payment \$ <u>-3-</u>				
B. Trade-in _____ \$ _____ (describe)				
C. Total Down Payment \$ <u>-0-</u>				
3. UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ <u>5936</u>				
4. 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 \$ <u>2.00</u>				
2. For Registration Fee \$ <u>2.00</u>				
3. For Title Fee \$ <u>22.50</u>				
4. Other <u>NOTARY</u> \$ <u>42.50</u>				
C. Taxes not included in cash price \$ _____				
D. Other \$ _____				
TOTAL PAID TO OTHERS ON YOUR BEHALF \$ <u>105.00</u>				
5. AMOUNT FINANCED (3 plus 4) \$ <u>6041.00</u>				

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.

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	XVS650P-B	JYAM01ES2A043821	\$ 5600.00
				\$
				\$
				Sales Tax \$ 336.00

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 _____

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.

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 31st day of May, 2002

Seller Mountain Extreme
SELLER/ASSIGNOR (Retailer)

By: Paul Ratnak
Title Sales

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

SECURITY AGREEMENT

Buyer #1: X Paul Ratnak

Buyer #2: _____

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Exhibit "B"

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

021690050004284-002

JYAVM0152A043827

VEHICLE IDENTIFICATION NUMBER

1920 YAMAHA

YEAR

57204731501 PA

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROC'D. DATE

ODOM. MILES

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

FIRST LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN FAVOR OF:

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

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.

CLEARFIELD CONSUMER
 DISCOUNT
 P O BOX 432
 CLEARFIELD PA 16830

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



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.

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

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

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

015991
 665991

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 28th 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



HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

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

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
S MAR 15 2013 (6)
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 15 2013

Paul Patrick
186 Patrick Lane
Mahaffey, PA 15757

William A. Shaw
Prothonotary/Clerk of Courts

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

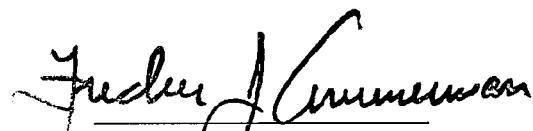
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTHWEST CONSUMER DISCOUNT COMPANY * NO, 2005-607-CD
Plaintiff *
vs. *
PAUL PATRICK, *
Defendant *
*

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

5-19-2013 Noec
S JUN 27 2013 GK

William A. Shaw
Prothonotary/Clerk of Courts