

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

THE HUNTINGTON NATIONAL BANK

Plaintiff

No. 2005-619-CD

vs.

COMPLAINT IN CIVIL ACTION

RACHAEL A MCCORMICK AND
DIANE R ECK

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555

WWR#04047893

FILED

MAY 02 2005

m/2006

William A. Shaw
Prothonotary

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

THE HUNTINGTON NATIONAL BANK

Plaintiff

vs.

Civil Action No.

RACHAEL A MCCORMICK AND
DIANE R ECK

Defendants

COMPLAINT IN CIVIL ACTION AND 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 an 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

CLEARFIELD COUNTY
SOURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(841) 765-2641, EXT 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 2361 Morse Rd., NC2W21, Columbus, OH 43229.
2. Defendant, Rachael A. McCormick, is an adult individual residing at 133 1/2 Dubois St., Dubois, PA 15801.
2. Defendant, Diane R. Eck, is an adult individual residing at 1315 Arkansas Avenue, Pittsburgh, PA 15216.
3. On or about June 15, 2002, Defendants duly executed a Personal Loan Agreement (hereinafter the "Contract") in favor of The Huntington National Bank, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendants took possession of the vehicle more particularly identified in the Contract as a 2001 Hyundai Accent.
5. Plaintiff avers that Defendants is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$ 6,852.02 is due from Defendant as of December 3, 2004.

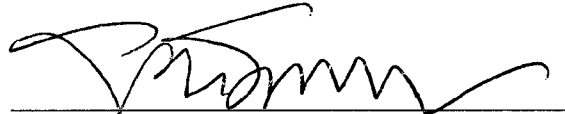
7. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 11.11% per annum.

8. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Rachael A. McCormick and Diane R. Eck, jointly and severally, in the amount of \$6,852.02 with continuing interest thereon at the Contract rate of 11.11% per annum from December 3, 2004 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



James C. Warmbrodt

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-79555

WWR#:04047893

Huntington

Personal Loan Agreement

Date: 06/15/02

This is a loan directly from THE HUNTINGTON NATIONAL BANK to you. The terms "we," "us," and "our" mean that bank. The terms "you" or "your" mean each person who signs this agreement. This agreement states the terms of this simple interest rate loan from us to finance your purchase from the Seller. The Seller is the person or company from whom you are purchasing the property. The Seller's name is (the "Seller"), which term includes any of the Seller's employees or agents of the property and any related services you are buying. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement (known as "joint and several" responsibility).

Federal disclosures: The following disclosures are required to be given by federal law:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.11 %	\$ 3419.17	\$ 10900.43	\$ 14319.60

Your payment schedule will be (final payment amount is estimated):

Number of Payments	Amount of Payments	When Payments Are Due
60	238.66	Monthly beginning on 07/30/02
N/A	N/A	PROPERTY OF

Security: This loan will be secured by a security interest in the property being purchased.

☐ You are also giving us a security interest in the following personal property (list each item): N/A MORGAN STANLEY NY 3/04

Variable rate: ☐ If this box is checked, this is a variable rate loan, and the following provisions apply:

Beginning on the second Rate Change Date after the date of this agreement, the interest rate may increase quarterly during the remaining term of the agreement, but it will not increase above N/A. Any increase will take the form of a larger final payment or more regular payments and a different final payment. On the second Rate Change Date, the interest rate will increase if the value of the index in effect on that date is more than the value of the index in effect on the date of this agreement. Beginning on the third Rate Change Date, the interest rate may increase if the value of the index increases. We determine the value of the index for any Rate Change Date as a 13-week average (ending on the third Friday before that Rate Change Date) of the average weekly secondary market rates published by the Federal Reserve Bank of St. Louis for 90-day certificates of deposit of \$100,000 or more. The first day of each calendar quarter is a Rate Change Date.

If your loan were \$14,000 at 13% for 90 regular payments of \$319.35 beginning one month from the date of the loan, and a final payment of \$319.02, and the rate increased to 13.50% after two calendar quarters, you would have to make 60 regular payments of \$310.35 and a final payment of \$249.32.

Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.

Filing fees: \$ 5.00

Late charge: If a payment is more than 10 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you may have to pay a penalty.

See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

Itemization of amount financed. We and/or the Seller may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:

1. To Seller on your behalf \$ 10860.43

For your information, Seller represents to you and to us that this amount covers the items in (a) through (j) below and is the sum of items (a) through (j).

(a) Price of property purchased (including taxes, accessories and installation, title and document preparation fees) \$ 9955.43

(b) Less downpayment < \$ N/A >

(c) Cash \$ N/A

(d) Trade-in value \$ N/A

(e) Other \$ N/A

(f) Describe: \$ N/A

(g) Unpaid balance of cash price \$ 9955.43

(h) (a) minus (b) \$

(i) Additional amount to pay off trade-in \$ N/A

(j) Lien filing or notation fee \$ 5.00

(k) Credit insurance premiums \$ N/A

(l) Extended service contract \$ 900.00

(m) N/A \$ N/A

(n) N/A \$ N/A

(o) N/A \$ N/A

2. To insurance co. for vendor's single interest premium \$ 40.00

3. To us for Huntington GAP protection plan \$ N/A

4. To: N/A for N/A \$ N/A

5. To: N/A for N/A \$ N/A

6. To us for loan fee \$ 45.00

7. Less prepaid finance charge < \$ 45.00 >

8. Amount financed (sum of 1 through 6, minus 7) \$ 10900.43

Your promise to pay. By signing this agreement, you promise to pay us, at the address we tell you or at any of our offices in Ohio, the principal amount of \$ 10860.43, together with daily simple interest on the unpaid balance of the principal amount from time to time outstanding at the rate or rates provided in this agreement. Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after applying any payments you have made.

Interest rate and payment schedule. The provisions of either (a) or (b) as completed will apply to this loan:

(a) Fixed interest rate: You agree to pay interest at a rate of 10.98 per year. You agree to pay this loan according to the payment schedule shown in the federal disclosures above, except that on the last payment due date, you must pay us the outstanding balance of the principal amount and any accrued but unpaid interest and other charges. The payment schedule in the federal disclosures is based on the assumption that we receive each payment on its due date.

(b) Variable interest rate: You agree to pay interest at a rate as high as, but not higher than, N/A % per year and no lower than N/A % per year. The beginning interest rate is N/A % per year, and is subject to change as described under "Variable rate terms" on the reverse side. You agree to make regular monthly payments in the amount and beginning on the date shown in the payment schedule in the federal disclosures above until this loan is paid in full. The final payment will consist of the outstanding balance of the principal amount and any accrued but unpaid interest and other charges when that amount is less than \$2 more than the regular monthly payment amount. The number of payments you make could be more or less than the number of payments shown above in the federal disclosures depending on rate changes. The payment schedule in the federal disclosures is based on the beginning interest rate and on the assumption that we receive each payment on its due date.

Credit insurance. Credit life insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you to be insured qualifies and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. Your choice whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choice in any way when we make our loan decision. Any insurance benefit may not pay this loan in full.

If you want to buy credit insurance from or through Seller, sign below on the line under the type of insurance elected. Two signatures for a type of insurance will indicate that both persons signing are insured. The policies or certificates issued by the insuring company will more fully describe the coverages, terms and conditions of the credit insurance.

Credit life insurance: Term: months Cost: \$ N/A

(1) (Signature) (2) (Signature)

Credit disability insurance: Term: months Cost: \$ N/A

Huntington GAP protection. Cost: \$ N/A.

Huntington GAP protection is NOT REQUIRED. It will not be provided unless you sign for it below and agree to pay the cost shown above. Your choice whether or not to buy Huntington GAP has NO effect on our decision to make your loan, and we do NOT consider your Huntington GAP choice in any way when we make our loan decision. If you choose Huntington GAP protection, we will cancel the remaining balance on this loan if the motor vehicle purchased with this loan is determined by your insurance company to be a total loss resulting from theft or physical damage and your insurance company pays the insurance proceeds to us. You will still have to pay us any past due payments as of the date of loss, any other amounts due but unpaid as of the date of loss, and the amount of your insurance deductible over \$500. Any proceeds of any service contracts, warranties or insurance or refunds of any charges or premiums for any service contracts, warranties or insurance required or purchased in connection with this loan must be paid to us. If Huntington GAP protection applies, we will cancel your obligation, but no amounts will be paid to you. The cost of Huntington GAP protection is NOT REFUNDABLE.

IF YOU PURCHASE HUNTINGTON GAP PROTECTION BUT YOUR PHYSICAL DAMAGE INSURANCE ON THE MOTOR VEHICLE IS NOT IN FORCE AT THE TIME OF LOSS, THE HUNTINGTON GAP PROTECTION PLAN WILL NOT APPLY AND NO PART OF YOUR LOAN WILL BE CANCELLED. Huntington GAP protection does not take the place of physical damage insurance on the motor vehicle. You are responsible for maintaining physical damage insurance on the motor vehicle as required by this agreement and applicable law. You must file all notices or claims regarding your motor vehicle insurance with your insurance company, not us.

Your signature below indicates you have chosen Huntington GAP protection and agree to pay the cost shown above. The provisions of this section apply only to the Huntington GAP protection plan, and not to any other GAP plan you may obtain from the Seller. We may be required to file a 1099 form with the Internal Revenue Service if Huntington GAP protection applies and we cancel your obligation.

(Signature)

(Signature)

Collateral for this agreement. As collateral for this loan, you give us a security interest in the following property and its accessories which you are purchasing with this loan, and in any attachments existing as of date of this loan or which you acquire within 10 days after that date:

YEAR 2001 MAKE HYUNDAI

SERIAL NO. KMHC645C21U215324

MODEL ACCENT

and which you use primarily for ☐ consumer (personal, family or household use) ☐ business ☐ farming purposes, and keep at

193 RURCH AVE PITTSBURGH

Allegheny PA 15228

County State

Allegheny PA 15228

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EXHIBIT

"1"

COSIGNERS: PLEASE READ IMPORTANT NOTICE TO COSIGNER

ON REVERSE SIDE BEFORE SIGNING.

Signature: Rachael A. McCormick

Typed Name: RACHAEL A. MCCORMICK

Signature: NIANE R. FFK

If this is a variable rate loan, the interest rate is subject to change as described in the section, subject to the maximum and minimum rates shown under paragraph (b) of the "Interest rate and payment schedule" section on the reverse side.

Changes are based on an index. Each week the Federal Reserve Bank of St. Louis publishes an average of representative secondary market rates for 90-day certificates of deposit of \$100,000 or more. We determine the value of the index for any Rate Change Date by averaging the weekly published rates for the most recent 13 weeks ending on or before the third Friday before that Rate Change Date. Rate Change Dates are the first day of January, April, July and October of each year. Subject to the limits agreed to above, beginning on the second Rate Change Date after the date of agreement, the interest rate will change on each Rate Change Date to a rate equal to the beginning interest rate plus or minus the net increase or decrease in the value of the index. The net increase or decrease in the value of the index for any Rate Change Date is the difference between the value of the index for that Rate Change Date and the value of the index determined for the Rate Change Date which is the same as or most recently prior to the date of the agreement.

For example, if the beginning index was 7.00% and the new index is 7.27%, the new interest rate would be 8.27 percentage points higher than the beginning interest rate. The new interest rate will then be applied to the unpaid balances of the principal amount until the next rate change, if any. If the Federal Reserve Bank of St. Louis stops publishing the rates we use to determine the index, you agree that we may select a different index.

Additional payment provisions

All payments are due on the same date of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments first to earned interest, and then to the principal amount and/or other charges and amounts owed as we determine. If we receive any payment after our cut-off time on a given day, that payment will be considered received on the following business day.

Loan fee

Any loan fee charged for this loan is shown in the "Itemization of amount financed" section of this agreement. The loan fee is not refundable.

Early Payment

In connection with the interest rate provided in this agreement, you agree to pay a prepayment charge if this loan is paid off prior to the final scheduled due date. If this loan is not secured by a mortgage on real estate, our charge depends on when we receive the final payment of your loan as follows:

- \$250 or before the 6th payment due date.
- \$200 after the 6th payment due date but on or before the 12th payment due date.
- \$150 after the 12th payment due date but on or before the 24th payment due date.
- \$100 after the 24th payment due date but on or before the 36th payment due date.
- \$75 after the 36th payment due date but on or before the 48th payment due date.
- \$50 after the 48th payment due date.

However, notwithstanding the above prepayment charge schedule, there is no prepayment charge if we receive the final payment of your loan after the payment due date that is 6 payments less than the total number of payments due on the loan. For example, in a loan with 48 monthly payments, there is no prepayment charge if we receive the final payment of your loan after the date of the 42nd payment. If this loan is secured by a mortgage on residential real estate, or such mortgage is added later, the prepayment charge is not determined from the schedule above. Instead, our charge for prepayment in full will be 1% of the original principal amount, but not more than \$50, and no prepayment charge will apply if we receive the final payment of your loan more than 3 years after the date of the mortgage.

Partial prepayments will not affect your obligation to pay the regular monthly payment amount on the payment due date following the partial prepayment and each month thereafter unless we agree differently in writing. Also, if you have paid the loan ahead with any partial prepayments, the loan will be considered to be paid off in full for the purpose of determining the applicable prepayment charge on the earlier of the following dates: (i) the date we actually receive the final payment of the loan, or (ii) the payment due date for which the total outstanding amount due on the loan is equal to or less than the regular monthly payment amount.

Late payment charge

For each payment that we do not receive in full within 10 days after it is due, you agree to pay us a late charge of \$25.00.

Deferral provision

If you agree to a deferral of any payment(s) (including a pass-a-payment), we may, at our option, defer the payment(s) and charge you our deferral fee for each month your loan is deferred. We will continue to earn interest on the unpaid principal balance. Any such deferral will not result in an extension of the period of coverage for any credit insurance you have elected.

Returned item charge

If you pay us with a check (other than a check drawn on us which is subject to a checking account charge for returned items), a money order, preauthorized charge, or other item, and it is returned to us unpaid after we try to collect it, you agree to pay us a returned item charge of \$20.00.

Default

If you default, you agree that after giving you notice and right to cure required by law (if any), we can require you to pay, and you agree to pay immediately, the full unpaid balance of the principal amount and any unpaid interest and other charges (this is our "acceleration" right), or we can require you to furnish more collateral. You default:

1. if you fail to pay any payment when due;
2. if any promisee under this agreement, any security agreement, or any other agreement with us are broken;
3. if you or any guarantor or surety for this agreement does;
4. if you or any guarantor or surety for this agreement become subject to Title 11 of the United States Code (Bankruptcy Code);
5. if you or anyone you allow to drive or occupy the collateral is arrested for, charged with, or convicted of any violation (other than a minor traffic violation), misdemeanor, or felony involving the collateral in any manner;
6. if the collateral is damaged beyond repair, is abandoned or is subject to any livery, execution, seizure, or impoundment;
7. if anything happens to the collateral or anything else happens which we think endangers your ability to pay us.

Default costs and expenses

If you default, you will have to pay the following costs and expenses we incur, to the extent not prohibited by law:

1. Our reasonable attorneys' fees if we hire an attorney who is not our employee;
 2. Court costs; and
 3. Reasonable costs and expenses of taking possession, holding, preparing for sale, processing and selling the collateral.
- You must pay these amounts to us when we ask you to. If you do not, we may add these costs to the unpaid balance of the principal amount, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or the amount of the remaining payments.

Taking possession of the collateral

If any promises under this agreement are broken, or if we exercise our acceleration right, then, without giving you any advance notice unless required by law, we may take possession of the collateral. To take possession of the collateral, we may enter the premises where the collateral is stored and remove it. We will not breach the peace. Our taking of the collateral does not release you from any obligation under this agreement. We may take any property in the collateral at the time of taking and hold it for you as described under "Personal property in the collateral" below. This is in addition to any other rights we have. All of our rights are cumulative, may be exercised at the same time or at different times, and not exclusive. If we ask, you agree to deliver the collateral to us at any reasonable time and place we choose.

If we take possession of the collateral, we may give you a right to redeem the collateral, and we will give you any right of redemption and any notice that the law requires. If you have the right or we allow you to redeem the collateral, you must pay us the amounts we require, to the extent not prohibited by law. Any such amounts that you do not pay, we may add to the unpaid balance of the principal amount, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or the amount of the remaining payments. If you do not redeem the collateral, we may sell it. We will give you notice of any public sale, or if permitted by law the date after which we may hold a private sale. You agree that we do not have to send any notice of sale more than 10 days in advance unless required by law.

After selling the collateral, we will apply the sale proceeds (i) to the reasonable cost of taking possession, holding, preparing for sale, processing and selling the collateral, (ii) to reasonable attorneys' fees and costs, where not prohibited by law, and (iii) then to the other amounts due under this agreement. If the sale proceeds are not enough to pay these costs and all other amounts owed under this agreement, you will be liable for the difference. If there is a surplus, we will pay the amount of the surplus to the person(s) entitled to it, subject to any right of set-off we may have.

Personal property in the collateral

You agree that we will not be responsible at any time for any personal property you keep or carry in the collateral. This is so during the agreement term and after return or taking of the collateral. After return or taking of the collateral, we or our representative will hold any such property found in the collateral for a period of 10 days, or such longer time as required by law. Unless

the collateral, if you do not pick up the property within that time, we have the right to dispose of it in any manner that we determine.

Set-off

We have the right of set-off. This means that we may apply any money in any deposit account with us on which your name appears as owner or co-owner to the payment of the amount you owe us which is due.

Use of the collateral

While any part of this loan is unpaid, you promise:

1. To use the collateral carefully, to keep the vehicle titled (and obtain our written consent before making any major alterations);
 2. To tell us in writing before changing the address of your residence or the address where the collateral is kept;
 3. Not to use the collateral for any unlawful purpose;
 4. That you own the collateral and will not sell, transfer, grant a license in, lease or dispose of all or part of the collateral;
 5. To pay all taxes due on the collateral;
 6. Not to remove the collateral from the continental United States; and
 7. If the collateral is a motor vehicle, to keep the vehicle titled (with our lien noted), registered, and licensed in the state where the vehicle is kept.
- If any taxes or other fees or charges with respect to the collateral are not paid, or if required insurance is not kept in force, we pay (if we choose) for ourselves. If we do, you must reimburse us when we ask you to. If you do not reimburse us, we may add the cost to the unpaid balance of the principal amount, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or amount of the remaining payments.

Notice of security interest

You authorize us to file a financing statement in order to protect our security interest in the collateral. You agree to sign the financing statement, if requested, if the collateral is in the possession of a third party, you agree to assist us in notifying the third party that it is holding the collateral for our benefit.

Property and vendor's single interest insurance

(a) Until any amount owed on this loan is paid in full, you must keep the collateral fully insured against theft, loss or damage. The amount of coverage must be enough to pay the entire unpaid balance of the principal amount and any unpaid interest and other charges, but not more than the full insurable interest in the vehicle. If we ask, you must provide us with evidence of the insurance naming us as either additional insured and/or loss payee as we require.

(b) If you fail to maintain the insurance described in paragraph (a) as required, we may (but are not required to) purchase insurance on the collateral to cover only our interest in the collateral (unless the law also requires us to cover your interest in the collateral). If you do not reimburse us for the cost of such insurance, we may add the cost to the unpaid principal amount of this loan, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or amount of the remaining payments. We will not require you to pay for such insurance under this paragraph (b) if you have paid for vendor's single interest insurance under paragraph (c) below.

(c) We may require you to pay for vendor's single interest insurance at the time this loan is made. This is in addition to your own insurance on the collateral described in paragraph (a) above. If we do so, the cost for the full term of the loan is shown in the "Itemization of amount financed" section of this agreement. This vendor's single interest insurance covers only us and not you, and will apply for covered damage to the collateral if we recover the collateral after your default and your insurance on the collateral is not available.

(d) You may obtain property and vendor's single interest insurance from any insured company you choose that is eligible to do business in your state and that is financially acceptable to us. Such insurance may be available through an affiliate of ours, but you are not required to use an affiliate. We or an affiliate of ours may earn some value or benefit in connection with insurance obtained from or through us or our affiliate.

Extended service protection

Extended service protection is not required to obtain this loan. If you desire this coverage, the cost of the coverage to be included in the amount financed, the cost will be shown in the "Itemization of amount financed" section of this agreement. The policy or certificate issued by the company providing the coverage will more fully describe the coverages, terms and conditions.

Other terms

If we finance & pay for any credit, property or other insurance or service contract, warranty, or GAP coverage, you agree that we may apply any refund of premiums or charges for such products or services in payment of the amount you owe us, even if none of your payments are past due. We, and/or Seller, may receive some value from other products and services sold in connection with this loan. We may compensate Seller for originating this loan out of the interest or other charges you pay.

You waive assignment of this agreement. You waive all relief from valuation and appraisement laws, to the extent not prohibited by law.

We have the right to assign this agreement, and anyone to whom we assign this agreement has all of our rights. We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or others then or in the future. We may enforce this agreement against your estate. Except where otherwise required by law, notice to you or any one of you will constitute notice to all of you. In addition to the rights we have under this agreement, we also have any other rights available to us at law or in equity.

Governing law

This agreement is governed by the law of the state in which you signed this agreement except for purposes of: (i) interest rates, fees and charges governed by federal and Ohio law; and (ii) enforcing our security interest(s).

Notice of limited agency

This loan is a direct loan from us to you. For your convenience, we have asked Seller to prepare and obtain your signature on this agreement. Seller has no authority to approve or make this loan. Seller is not our agent in connection with the sale of the property you are purchasing with the proceeds of this loan or in connection with any downpayment or trade-in arrangements or for any purpose whatsoever other than for preparing and obtaining your signature on this document. No employee or agent of Seller is authorized to make any promises or agreements with you about this loan. No oral or written promises or agreements between you and the Seller about this loan are enforceable. Any representations, promises, or agreements between you and Seller in connection with the property you are purchasing or any downpayment or other matter in connection with the purchase must be resolved between you and Seller. If you have any questions about Seller's authority in connection with this loan, please contact us.

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR HEREUNDER.

You agree that this notice applies only if the consumer purpose block under "Collateral for this agreement" is checked.

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Unfiled Hestep
(NAME)

Litigator Special of Hestep Bldg, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

[Signature]
(SIGNATURE)

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

THE HUNTINGTON NATIONAL BANK,

Plaintiff

vs.

RACHAEL A MCCORMICK AND
DIANE R ECK,

Defendant

No. 2005-619-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04047893

FILED ⁶² No CC
MAY 11 2005
MAY 12 2005
William A. Shaw
Prothonotary/Clerk of Courts
2 Cert. of Disc.
to Atty
copy to CIA

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

THE HUNTINGTON NATIONAL BANK,

Plaintiff

vs.

Civil Action No. 2005-619-CD

RACHAEL A MCCORMICK AND
DIANE R ECK,

Defendant

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

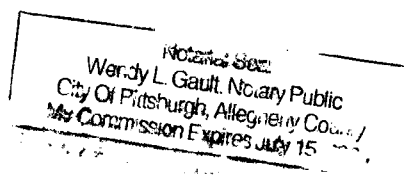
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#04047893

SWORN TO AND SUBSCRIBED

before me this 5 day

of May, 2005


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Copy

Huntington National Bank

Vs.

No. 2005-00619-CD

Rachael A. McCormick
Diane R. Eck

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 11, 2005, marked:

Settled, Discontinued, and Ended without Prejudice to Refile

Record costs in the sum of \$85.00 have been paid in full by Weltman, Weinberg & Reis Co., L.P.A.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of May A.D. 2005.

William A. Shaw, Prothonotary