

07-697-CD
GMAC LLC vs Randy Bratton et al

GMAC vs Randy Bratton et al
2007-697-CD

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

GMAC, LLC

Plaintiff

No. 07-697-CD

vs.

COMPLAINT IN CIVIL ACTION

RANDY A BRATTON
GERALDINE E BRATTON

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) 434-7955

FILED, *acc Sheriff*
3/10/08 301
MAY 02 2007 Atty pd-85.00
WM
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.

RANDY A BRATTON
GERALDINE E BRATTON

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

Court Administrator
Clearfield County Courthouse
230 East Market St., Suite 228
Clearfield, Pa 16830
(814) 765-2641, Ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in Troy, Mi.
2. Defendants are adult individuals residing at 1540 Maple St ., Morrisdale,Pa 16858 .
3. On or about February 18, 2004, Defendants duly executed a RETAIL INSTALMENT SALE (hereinafter the "Contract") in favor of SATURN OF STATE COLLEGE, 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 NEW 2004 SATURN ION 3 SDN.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from SATURN OF STATE COLLEGE to Plaintiff.

/

6. Plaintiff avers that Defendants are in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$8,178.34 is due from Defendants.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 8.00 % per annum.
9. Plaintiff avers that the Contract between the parties provides that Defendants will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands judgment against Defendants, RANDY A BRATTON and GERALDINE E BRATTON, jointly and severally, in the amount of \$8,178.34 with continuing interest thereon at the Contract rate of 8.00 % per annum, plus attorneys' fees of \$1,000.00 and costs.

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) 434-7955

WWR#05775172

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

EXHIBIT

RETAIL INSTALMENT SALE CONTRACT

Dealer Number

Contract Number

020-9048-79090

Buyer (and Co-Buyer) - Name and address (include county and zip code)	Dealer Number	Creditor (Seller name and address)
RANDY A BRATTON 123 TURNER RD Merrisdale, PA 16858	GERALDINE E BRATTON 123 TURNER RD Merrisdale, PA 16858	SATURN OF STATE COLLEGE 169 W. Aaron Drive STATE COLLEGE, PA 16803

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to pay us, the Creditor, the amount fine payment schedule shown below.



New or Used	Year	Make and Model	Vehicle Identification No.	020-9048-79090
NEW	2004	SATURN ION 3 SDN	1G8AK52F74Z12281	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business

Your trade-in is a: Year 2004 Make SATURN Model ION 2 SDN

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 6.90%	The dollar amount the credit will cost you. \$3,585.28	The amount of credit provided to you or on your behalf. \$19,355.72	The amount you will have paid after you have made all payments as scheduled. \$22,941.00	The total cost of your purchase on credit, including your downpayment of \$1,500.00 is \$24,441.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
60	\$ 382.35	Monthly beginning	3/18/2004

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. If the vehicle is off-highway business or farm equipment, the charge will be 5% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days late.

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

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

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interests.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, services, and taxes)	\$ 20,520.22	(1)
2 Total downpayment = (If negative enter "0" and see line 4H below)		
Gross trade-in \$ 21,361.07 - payoff by seller \$ 21,361.07		
= net trade-in \$ N/A + cash \$ N/A		
+ other (describe) DOWN PAYMENT BONIUS 1,500.00	\$ 1,500.00	(2)
3 Unpaid balance of cash price (1 minus 2)	\$ 9,020.22	(3)
4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):		
A Cost of optional credit insurance paid to the insurance company or companies		
Life Term \$ N/A		
Disability Term \$ N/A	\$ N/A	
B Other insurance paid to the insurance company (describe) Term \$ N/A		
C Official fees paid to government agencies \$ 5.00		
D Government taxes not included in cash price \$ N/A		
E Government license and/or registration fees \$ 13.00		
F Government certificate of title fees (includes \$ N/A security interest recording fee) \$ 22.50		
G Other charges (Seller must identify who is paid and describe purpose.)		
to for \$ N/A		
to RETAILER for DOC FEE \$ 55.00		
to for \$ N/A		
to for GAP INSURANCE \$ 240.00		
to for \$ N/A		
to for \$ N/A		
H Net trade-in payoff to \$		

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the Insurance you want and sign below:

Optional Credit Insurance.

Credit Life: Buyer Co-Buyer
 Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance and credit disability insurance are for the term of this contract unless a different term for the insurance is shown below.

Other Insurance.

Type of Insurance N/A Term

Premium \$ N/A

N/A

(Insurance Company)

N/A

(Home Office Address)

I want the insurance checked above.

Buyer Signature Date

Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT

Total other charges and amounts paid to others on your behalf	N/A
5 Amount financed (3 + 4)	\$ 335.50 (4)
6 Finance charge	\$ 19,255.72 (5)
7 Total of payments - time balance (5+6)	\$ 22,585.28 (6)
	\$ 22,941.00 (7)

ANTI-INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

If you do not meet your contractual obligations, you may lose your motor vehicle.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X *Darly C. Davis*

Co-Buyer Signs X *Gerardine E. Brattin*

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

Do not sign this contract on a Sunday.

Notice to Buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs X *Darly C. Davis* Date 2/18/2004 Co-Buyer Signs X *Gerardine E. Brattin* Date 2/18/2004

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that we have a security interest in the vehicle and consents to the security interest.

Other owner signs here X Date

Address

Creditor Signs X Date

By X

Title

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X *Darly C. Davis* Date 2/18/2004 Co-Buyer Signs X *Gerardine E. Brattin* Date 2/18/2004

Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse or with limited recourse
Seller <i>Darly C. Davis</i> By <i>MM</i> Title <i>SATURN OF STATE COLLEGE</i>	Seller <i>MM</i> By <i>MM</i> Title

Z109 PA 8/2003 (For Use in the State of Pennsylvania) (1 of 4) Notice: See Other Side
Copyright 2001 General Motors Acceptance Corporation. All Rights Reserved.

you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses(reinstate).

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL APPLICABLE STATE AND FEDERAL LENDER LICENSING REQUIREMENTS.

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 Dawn Robinson
(NAME)

Attorney/CCA Administrator of GmAC LLC, 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.

Dawn Robinson
(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102753
NO: 07-697-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC
VS.
DEFENDANT: RANDY A. BRATTON and GERALD E. BRATTON

SHERIFF RETURN

NOW, May 15, 2007 AT 10:01 AM SERVED THE WITHIN COMPLAINT ON RANDY A. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDY A. BRATTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
03:20pm
OCT 03 2007
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102753
NO: 07-697-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC
VS.
DEFENDANT: RANDY A. BRATTON and GERALD E. BRATTON

SHERIFF RETURN

NOW, May 15, 2007 AT 10:07 AM SERVED THE WITHIN COMPLAINT ON GERALDINE E. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDY BRATTON, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102753
NO: 07-697-CD
SERVICES 2
COMPLAINT

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: RANDY A. BRATTON and GERALD E. BRATTON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8413977	20.00
SHERIFF HAWKINS	WELTMAN	8413977	61.83

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

FILED

DEC 26 2007

10:35 AM

William A. Shaw
Prothonotary/Clerk of Courts

cc: w/ notice
to Esca Dear,

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

GMAC, LLC

Plaintiff No. 07-697-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

RANDY A BRATTON
GERALDINE E BRATTON

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-71305

WWR#05775172
Judgment Amount \$ 9,563.73

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

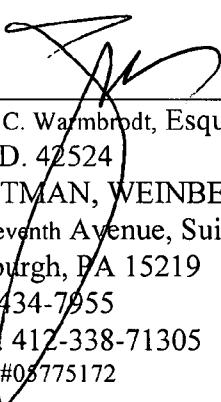
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, RANDY A BRATTON
GERALDINE E BRATTON above named, in the default of an Answer, in the amount of \$9,563.73
computed as follows:

Amount claimed in Complaint	\$8,178.34
Interest from MAY 2, 2007 to DECEMBER 3, 2007 at the interest rate of 8.00% per annum	\$385.39
Attorney's Fees	1,000.00
 TOTAL	 \$9,563.73

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: 

James C. Warmbrodt, Esquire

PA I.D. 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-71305
WWR#08775172

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendants is: 1540 MAPLE ST
MORRISDALE, PA 16858

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

Assumpsit Judgment in the amount
of \$9,563.73 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

RANDY A BRATTON
1540 MAPLE ST
MORRISDALE, PA 16858

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

Assumpsit Judgment in the amount
of \$9,563.73 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
 Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

GERALDINE E BRATTON
1540 MAPLE ST
MORRISDALE, PA 16858

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

GMAC, LLC

Plaintiff

Case # 07-697-CD

GERALDINE E BRATTON

Defendant(s)

IMPORTANT NOTICE

TO: GERALDINE E BRATTON
1540 MAPLE ST
MORRISDALE, PA 16858

Date of Notice: 11-27-07
WWR#: 05775172

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINSTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

GMAC, LLC

Plaintiff

Case # 07-697-CD

RANDY A BRATTON

Defendant(s)

IMPORTANT NOTICE

TO: RANDY A BRATTON
1540 MAPLE ST
MORRISDALE, PA 16858

Date of Notice: 11-27-07
WWR#: 05775172

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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COURT ADMINSTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

GMAC, LLC

Case no: 07-697-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

RANDY A BRATTON
GERALDINE E BRATTON

Defendants

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

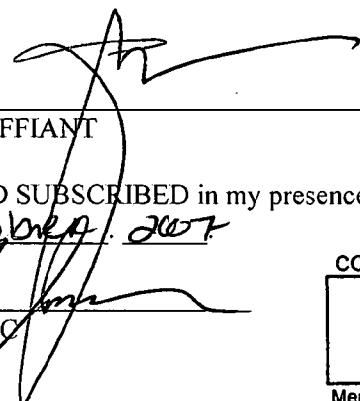
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, RANDY A BRATTON
GERALDINE E BRATTON is not in the military service.

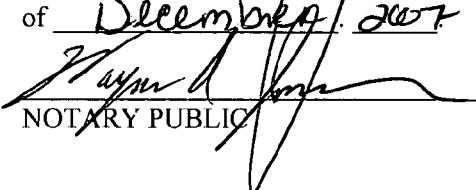
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, RANDY A BRATTON
GERALDINE E BRATTON is not in the military service.

Further Affiant sayeth naught.

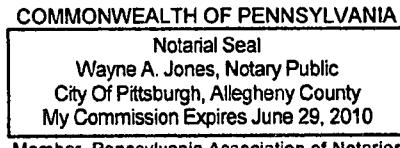


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 3rd day
of December, 2007



NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

DEC-03-2007 08:44:47



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BRATTON	RANDY A		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:ZSOKLSUBSR

Department of Defense Manpower Data Center

DEC-03-2007 08:45:12



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BRATTON	GERALDINE E		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: ZPJJDVFDZFQ

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

GMAC, LLC

Plaintiff

No. 07-697-CD

vs.

RANDY A BRATTON and
GERALDINE E BRATTON

Defendant

M&T BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05775172

FILED Atty pd.
JUL 02 2000 \$20.00
S 3CCole
William A. Shaw
Prothonotary/Clerk of Courts
Writs to
Sheriff

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON and
GERALDINE E BRATTON

Defendant

M&T BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against RANDY A BRATTON and GERALDINE E BRATTON, Defendant
3. against M&T BANK, Garnishee
4. Judgment Amount \$ 9,563.73

Interest \$ 1,429.07

Costs \$

SUBTOTAL: \$ 10,992.80

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

By:

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

GMAC, LLC

Plaintiff

No. 07-697-CD

vs..

RANDY A BRATTON and
GERALDINE E BRATTON
Defendant

M&T BANK
Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: in cash in kind
(specify property):

(b) Social Security benefits on deposit in the amount of \$
(c) Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

COPY

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

GMAC, LLC
Plaintiff

vs.

RANDY A BRATTON and
GERALDINE E BRATTON
Defendant

Civil Action No. 07-697-CD

M&T BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: RANDY A BRATTON and GERALDINE E BRATTON
Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of M&T BANK, as garnishee, 146 Spring Street Houtzdale, PA 16651 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant(s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
Amount due \$ 10,992.80

Costs to be added..... \$ _____
Prothonotary costs 125.00
Prothonotary


Deputy

DATED: 7/2/10

WWR#05775172

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

GMAC, LLC

Plaintiff No. 07-697-CD

vs.

INTERROGATORIES IN ATTACHMENT
M&T BANK

RANDY A BRATTON and
GERALDINE E BRATTON

Defendant

and

M&T BANK

Garnishee FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05775172

FILED 300
JUL 02 2010 Sheriff
S
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.: 07-697-CD

RANDY A BRATTON and
GERALDINE E BRATTON
Defendant

and

M&T BANK
Garnishee

TO: M&T BANK
146 SPRING ST
HOOTZDALE, PA 16651

Suggested Reference No.: XXX-XX-0068
Suggested Reference No.: XXX-XX-8038

RE: RANDY A BRATTON
GERALDINNE E BRATTON
PO BOX 113
WEST DECATUR, PA 16878

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

By: _____
Matthew D. Urban, Esquire
PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05775172

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 _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

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

(SIGNATURE)

FILED

JUL 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

To Deputy 7/6/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-697-CD

GMAC, LLC

vs

RANDY A. BRATTON and GERALDINE E. BRATTON
TO: M&T BANK, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/30/2010 HEARING: PAGE: 107298

DEFENDANT: M&T BANK, Garnishee
ADDRESS: 146 SPRING ST.
HOOTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
09/30/2010
JUL 07 2010
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 07-07-10 AT 10:08 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON M&T BANK, Garnishee, DEFENDANT

BY HANDING TO Sara Adams Personal Banker

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 146 SPRING ST. Hootzdale, PA. 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR M&T BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO M&T BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conrad

Deputy Signature

Mark A. Conrad

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107298

2 of 2

GMAC, LLC

NO. 07-697-CD

-vs-

RANDY A. BRATTON & GERALDINE E. BRATTON
TO: M&T BANK, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW JULY 8, 2010 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION
TO RANDY A. BRATTON & GERALDINE E. BRATTON, DEFENDANTS
AT: PO BOX 113, WEST DECATUR, PA. 16878
IN THE S.A.S.E.

FILED

BS JUL 09 2010
0/3:00/✓
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107298
NO. 07-697-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: RANDY A. BRATTON and GERALDINE E. BRATTON
TO: M&T BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	4646440	20.00
SHERIFF HAWKINS	WELTMAN	4646440	42.44

Sworn to Before Me This

So Answers,

____ Day of _____ 2010



Chester A. Hawkins
Sheriff

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

FILED

014-0071
JUL 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

GMAC, LLC

Plaintiff

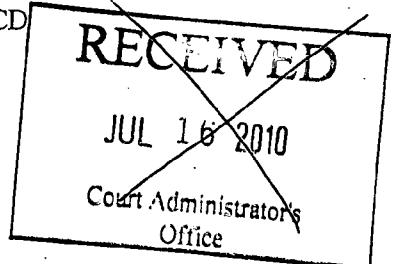
vs.

Civil Action No.: 07-697-CD

RANDY A BRATTON and
GERALDINE E BRATTON
Defendant

and

M&T BANK
Garnishee



TO: M&T BANK
146 SPRING ST
HOUTZDALE, PA 16651

Suggested Reference No.: XXX-XX-0068
Suggested Reference No.: XXX-XX-8038

RE: RANDY A BRATTON
GERALDINNE E BRATTON
PO BOX 113
WEST DECATUR, PA 16878

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

Yes

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

Yes Randy Bratton 710-45
Geraldine Bratton 895-43

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant. NA

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

NA

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

NA

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

NA

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you? NA

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

Yes - both accounts - PA VCD benefits - no restraint

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

NA

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

7/18/10

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

no restraint - exempt funds

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

NA

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

NA

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

By: _____
Matthew D. Urban, Esquire
PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05775172

Cathy Fisher

CATHY S FISHER
M&T BANK

JUL 14 2010

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 Cathy Fisher
(Name)

LDA of M + T Bank, garnishee herein,
(Title) (Company)

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

Cathy Fisher
(SIGNATURE)

CATHY S FISHER
M&T BANK



Legal Document Processing
Phone # 716-635-7711
Fax # 716-635-7725

July 14, 2010

District Court of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: Writ of Garnishment on Garnishee received by
Manufacturers and Traders Trust Company, Garnishee
GMAC, LLC vs. Randy & Geraldine Bratton
Case: 07-697-CD**

Dear Prothonotary:

Enclosed for filing with your office are Manufacturer and Traders Trust Company's Responses to Interrogatories herein. Please date stamp and return the enclosed copy in the enclosed, pre-addressed, postage pre-paid envelope. Thank you.

Sincerely,

A handwritten signature in black ink that appears to read 'Cathy Fisher'.

Cathy Fisher
Legal Document Analyst
Legal Document Processing
(716) 635-7711

Enclosures: Original Answer for filing
Copy of Answer to Date Stamp and Return
Pre-Addressed, Postage Pre-paid Return Envelope

JUL 16 2010

WELTMAN, WEINBERG & REIS CO., L.P.A.
BY: Matthew D. Urban, Esquire
I.D. No.90963
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
Phone: 412.434.7955
Fax: 412.434.7959
File.# 05775172

Attorney for Plaintiff(s)

GMAC, LLC

CLEARFIELD County
Court of Common Pleas

vs.

RANDY A BRATTON and
GERALDINE E BRATTON

NO. 07-697-CD

and

M&T BANK

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

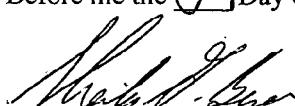
Kindly marked the above matter settled, discontinued, and ended as to Garnishee(s),
M&T BANK, only.

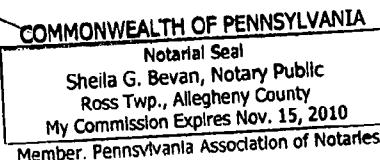
WELTMAN, WEINBERG & REIS CO., L.P.A.

By


Matthew D. Urban, Esquire
Attorney for Plaintiff

Sworn to and subscribed
Before me the 21 Day of JULY, 2010


NOTARY PUBLIC



FILED
2011-08-04 2010
AUG 04 2010
William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 04 2010

William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 19 2011

NO 4/C
William A. Shaw
Prothonotary/Clerk of Courts

ISSUED 6 WRITTS TO
SHFP.

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

GMAC, LLC
Plaintiff

No. 07-697-CD

vs.

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)**

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against RANDY A BRATTON GERALDINEE GERALDINE , Defendant
3. against TIMBERLAND FCU, FIRST COMMONWEALTH BANK, , Garnishee
4. Judgment Amount \$ \$9,563.73

Less payments/credits received	\$	\$0.00
Interest	\$	\$2,267.01
Costs	\$	
SUBTOTAL:	\$	\$11,830.74
Costs (to be added by Prothonotary):	\$	_____

Prothonotary costs

\$145.00

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

By: *Will T. Molczan*
William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC
Plaintiff
vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: RANDY A BRATTON GERALDINE E BRATTON
Defendant(s);

You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU; FIRST COMMONWEALTH BANK; , AS GARNISHEE, 8764 CLEARFIELD CURWENSVILLE HWY CLEARFIELD, PA 16830; 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD, PA 16830; and to notify the garnishee that:

- a. An attachment has been issued;
- b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
Amount due \$ \$11,830.74

Prothonotary costs \$145.00

Costs to be added..... \$ _____

Prothonotary

12-19-11

WWR No. 5775172

DATED: _____

Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

**WRIT OF EXECUTION
NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: in cash in kind
(specify property): _____

(b) Social Security benefits on deposit in the amount of \$ _____

(c) Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
Courthouse
1 N Second Street
Clearfield, PA 16830
Telephone Number: (814) 765-2641 ext

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

TO: TIMBERLAND FCU, 8764 CLEARFIELD CURWENSVILLE HWY, CLEARFIELD, PA 16830
FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: RANDY A BRATTON , PO BOX 113, WEST DECATUR, PA 16878
GERALDINE E BRATTON , PO BOX 113, WEST DECATUR, PA 16878

Suggested Reference No.: XXX-XX-0068
 XXX-XX-8038

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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 _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

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

(SIGNATURE)

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

BY: James C Warmbrodt, Esquire
I.D. No.42524
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
Phone: 412.434.7955
Fax: 412.434.7959
File # 6083404

Attorney for Plaintiff(s)

GMAC, LLC

Clearfield County
Court of Common Pleas

vs.

CHARLES E MAYES RHIANON L MAYES

NO. 07-1213-CD

and

CNB BANK

Garnishee(s)

FILED
MOTION FOR CC
DEC 16 2011

William A. Shaw
Prothonotary/Clerk of Court
6K

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the above matter discontinued and ended as to Garnishee(s), CNB BANK, only.

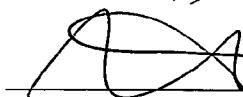
WELTMAN, WEINBERG & REIS CO., L.P.A.

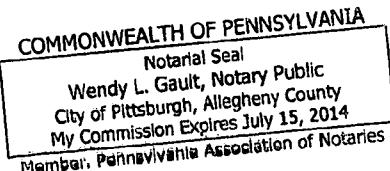
By _____

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 13 day of December, 2011


NOTARY PUBLIC



FILED

DEC 16 2011

*William A. Shaw
Prothonotary/Clerk of Courts*

To Deputy 12/20/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-697-CD

GMAC, LLC

vs

RANDY A. BRATTON & GERALDINE E. BRATTON

TO: TIMBERLAND FCU and FIRST COMMONWEALTH BANK, Garnishees
WRIT OF EXECUTION, INTERROGATORIES

SERVICE # 1 OF 3

SERVE BY: 03/16/2012 RUSH HEARING: PAGE: 109168

DEFENDANT: TIMBERLAND FCU, Garnishee
ADDRESS: 8764 CLEARFIELD CURWENSVILLE HWY
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

5 FILED
01:05pm
DEC 28 2011

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT
ATTEMPTS: Date Time Results
10/21/11 1:35pm Closed at 3pm (N.C.)

OCCUPIED
Date Time Results
1 1

SHERIFF'S RETURN

NOW, 12-22-11 AT 9:10 AM PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON TIMBERLAND FCU, Garnishee, DEFENDANT
BY HANDING TO Carrie Wood, CEO.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 8764 Clearfield/Curwensville Pa
(Residence) (Employment) (Sheriff's Office) (Other)

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR TIMBERLAND FCU, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMBERLAND FCU, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Chester A. Hawkins
Deputy Signature

S. Knepp

Print Deputy Name

To Deputy 12/20/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-697-CD

GMAC, LLC

SERVICE # 2 OF 3

VS

vs
RANDY A. BRATTON & GERALDINE E. BRATTON

**RANDY A. BRATTON & CERVALDINE E. BRATTON
TO: TIMBERLAND FCU and FIRST COMMONWEALTH BANK, Garnishees
WRIT OF EXECUTION, INTERROGATORIES**

SERVE BY: 03/16/2012 RUSH HEARING: PAGE: 109168

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee
ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: **VACANT** **OCCUPIED**
Date Time Results Date Time Results
ATTEMPTS: _____ / _____ / _____ / _____ / _____ / _____

SHERIFF'S RETURN

NOW, 12/21/2011 AT 345 AM/PM SERVED THE WITHIN
WRIT OF EXECUTION, INTERROGATORIES ON FIRST COMMONWEALTH BANK, Garnishee, DEFENDANT
BY HANDING TO CHRIS Taylor MANAGER

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 14303 CLEARFIELD Shawnee Hwy CLEARFIELD PA.
() Residence Employment Sheriff's Office Other

NOW AT AM / PM POSTED THE WITHIN

WRIT OF EXECUTION: INTERROGATORIES FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) _____

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Gammie

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF _____ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY-

Dorothy M. Gray
Deputy Signature

Deputy Nathan J. Gerry
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109168

3 of 3

GMAC, LLC	NO.	07-697-CD
-vs-		
RANDY A. BRATTON & GERALDINE E. BRATTON	WRIT OF EXECUTION/	
TO: TIMBERLAND FCU and,	INTERROGATORIES TO	
FIRST COMMONWEALTH BANK, Garnishees	GARNISHEE	

SHERIFF'S RETURN

NOW DECEMBER 28, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE (2 Copies)
TO: RANDY A. BRATTON and GERLDINE E. BRATTON, DEFENDANT
AT: PO BOX 113, WEST DECATUR, PA. 16878-0113
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109168
NO: 07-697-CD
SERVICES 3
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: RANDY A. BRATTON & GERALDINE E. BRATTON

TO: TIMBERLAND FCU and FIRST COMMONWEALTH BANK, Garnishees

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	10267161	30.00
SHERIFF HAWKINS	WELTMAN	10267161	38.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2011



Chester A. Hawkins
Sheriff

RECEIVED

DEC 21 2011

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
M 19-1450 NO
JAN 03 2012
S
William A. Shaw
Prothonotary/Clerk of Courts
6C

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-697-CD

RANDY A BRATTON
GERALDINE E BRATTON
Defendant(s)

TIMBERLAND FCU
FIRST COMMONWEALTH BANK
Garnishee(s)

TO: TIMBERLAND FCU, 8764 CLEARFIELD CURWENSVILLE HWY, CLEARFIELD, PA 16830
FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: RANDY A BRATTON , PO BOX 113, WEST DECATUR, PA 16878
GERALDINE E BRATTON , PO BOX 113, WEST DECATUR, PA 16878

Suggested Reference No.: XXX-XX-0068
XXX-XX-8038

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

For all answers to this and the foregoing Interrogatories, see Exhibit "A" attached hereto and made part of hereof.

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

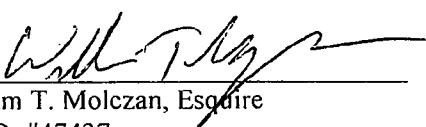
By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes
 - a. Checking account number 7110328814 into Geraldine E. Bratton, after the sum of \$200.00 held by garnishee for its fees/expenses in connection with the garnishment, garnishee has placed a hold on the account in the amount of \$11,830.74 and the amount contained in the account as of the date of these answers is zero.
2. No
3. No
4. No
5. No
6. No
7. No
8. See #1a above
9. December 21, 2011
10. December 21, 2011
11. N/A
12. See #11 above

CERTIFICATE OF SERVICE

I hereby certify that on December 28, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA CERTIFIED U.S. MAIL

*Geraldine E. Bratton
PO Box 32
Woodland, PA 16881-0032*

As Defendant

VIA REGULAR U.S. MAIL

*William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219*

As Plaintiff

Leda E. McCracken

Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

FILED

JAN 03 2012

William A. Shaeff
Prothonotary/Clerk of Courts

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

BY: James C Warmbrodt, Esquire
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Phone: 412.434.7955
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File # 5775172

Attorney for Plaintiff(s)

GMAC, LLC

Clearfield County
Court of Common Pleas

vs.

RANDY A BRATTON GERALDINE E BRATTON

NO. 07-697-CD

and

TIMBERLAND FCU, FIRST COMMONWEALTH BANK

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly mark the above matter discontinued and ended as to Garnishee(s), TIMBERLAND FCU, FIRST COMMONWEALTH BANK, only.

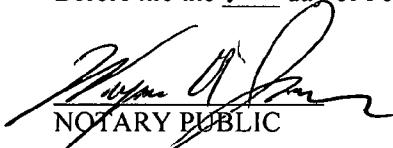
WELTMAN, WEINBERG & REIS CO., L.P.A.

By

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 15 day of February, 2012


NOTARY PUBLIC

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FEB 10 2012
S

William A. Shaw
Prothonotary/Clerk of Courts

