

08-34-CD

Sovereign Bank vs Stephen Clark

FILED *Att. rd. \$95.00*
M 10:44 AM
JAN 14 2008 *2cc Sheriff*
1cc Att

William A. Shaw
Prothonotary/Clerk of Courts

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

ATTORNEY FOR PLAINTIFF

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

SOVEREIGN BANK
One Sovereign Way
East Providence, Rhode Island 02915

vs.

STEPHEN M. CLARK and BETTE A. CLARK
115 E. 2nd Avenue
DuBois, Pennsylvania 15801

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

TERM,

No. 08-34-CD

CIVIL ACTION

"NOTICE

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

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.

Raymond Billotte
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2541 Ext. 50

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CIVIL ACTION

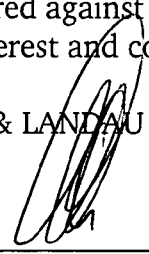
1. Plaintiff, Sovereign Bank is a national banking association duly organized and existing under the laws of the State of Rhode Island and authorized to do business in the Commonwealth of Pennsylvania with offices located at One Sovereign Way, East Providence, Rhode Island 02915.
2. Defendant(s) Stephen M. Clark and Bette A. Clark is/are individuals(s) residing at the address(es) contained in the caption of the case.
3. On or about April 25, 2005, Defendant(s) (buyer) entered into a written Pennsylvania Motor Vehicle Installment Contract (hereinafter called the Contract) to purchase a "Vehicle" from dealer (creditor) as fully described in said Contract, said purchase to be made according to the terms, prices and conditions contained the aforesaid Contract, a true and correct copy of said Contract being attached hereto, made a part hereof, and marked Exhibit "A".
4. "Creditor" subsequently assigned the aforesaid Contract to Plaintiff, Sovereign Bank.
5. Subsequently, Defendant(s) did default upon the aforesaid Contract by failing to make timely instalment payment to Plaintiff and in accordance therewith the entire remaining balance became due and payable immediately.
6. The aforesaid Contract further provides that in the event of default, Plaintiff may repossess the "Vehicle" and sell same in accord with the terms of the aforesaid Contract.
7. The aforesaid Contract further provides that buyer agrees to pay lawyers fees and legal costs permitted by law.
8. As a consequence of the foregoing, there is currently due and owing to Plaintiff by the Defendant(s) the following sums:

Unpaid Balance:	\$6,711.78
Interest:	302.05
Additional Charges:	63.50
Attorney's fee:	<u>1,415.56</u>
Total Due:	\$8,493.34

9. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$8,493.34 together with interest and costs.

HAYT, HAYT & LANDAU

By:  _____

Arthur Lashin, Esquire
Attorney for Plaintiff

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT,Dated APRIL 25th, 2005

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
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 scheduled payments.	The total cost of your purchase on credit, including your downpayment of \$
9.04 %	\$ 3477.46	\$ 14083.94	\$ 17561.40	\$ 20409.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 292.69	Monthly, beginning 05/25/2005
	\$ N/A	

Security: You are giving a security interest in the Motor Vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ N/A

Late Charge: If a payment is not paid within 10 days after its due date, you will be charged 2% of the portion of the payment that is late for each month, or part of a month greater than 10 days that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract

we are

the SELLER.

JOHNSON MOTORS INC. 1891 CLINKER PARKWAY DUBOIS PA 15801
Name Address Zip Code

You are

the BUYER(S).

STEPHEN M CLARK 115 E 2ND AVE DU BOIS PA 15801
Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in

the following Vehicle:

1999 SATURN SL
Year and Make

Description

If a balance is still owing on the Vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay additional charges for insurance. Please read the "NOTICE OF PROPOSED CREDIT INSURANCE" on the reverse side for a description of coverage. Your insurance certificate or policy will provide further details about your insurance. All insurance purchased will be for the term of the credit. We may receive financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, What is your
which costs \$ N/A age? YearsBy signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A
age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A
What are your ages?By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A
What are your ages? Percentage to be insured

1. _____ %

1. _____ %

2. _____ %

2. _____ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
USED	2002	CHEVROLET TRUCKAZER	4 DOOR UTILITY	6		1GNDT13W92K186909
Equipped	XX A.T.	P.S.	AM-FM Stereo	5 Spd.	Other	
with	XX A.C.	P.W.	AM-FM Tape	Vinyl Top		

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

EXHIBIT "A"

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price	\$ +TAX AMT \$737.04
Cash Downpayment	\$ 14779.04
Trade-In	N/A
Value of Trade-In	\$ 3400.00
Lien Payoff to:	AMERICAN CREDIT
Unpaid Cash Price Balance	\$ 11911.44
Charges for Insurance	\$ N/A *
To Public Officials for:	
License, Tags and Registration	\$ 26.50
Lien Fee	\$ 5.00
To	\$ 1083.00
To	\$ 55.00
To	\$ N/A *
To	\$ N/A
To	\$ UNIVERSAL UNDER

Principal Amount Financed

\$ 14083.94

Finance Charge

\$ 3477.46

Total of Payments (Time Balance)

\$ 17561.40

Payment Schedule - You agree to pay to us the Amount Financed plus interest in

We may retain a portion of amounts marked *

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

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.

SELLER JOHNSON MOTORS-INC.

BUYER [Signature] (SEAL) 04/25/2005 Date

BY: [Signature] 04/25/2005 Date

BUYER [Signature] (SEAL) 04/25/2005 Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature (SEAL)

Address Date

Co-Signer's Signature (SEAL)

Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature (SEAL)

Address Date

By signing below, you agree to be bound by all of the Sections of this Contract, including the Sections on the reverse side and you also expressly agree with us to the arbitration provision in Section 22 on the reverse side. You also agree that we may rely on the fact that you have read, understand and agree to that provision. **YOU AGREE AND UNDERSTAND THAT DISPUTES MAY BE RESOLVED BY ARBITRATION INSTEAD OF LITIGATION IN COURT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF SOVEREIGN BANK'S PRIVACY POLICY.**

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AND PRIVACY NOTICE AT THE TIME OF SIGNING.

BUYER [Signature] BUYER [Signature] CO-SIGNER [Signature] CO-SIGNER OR CO-OWNER [Signature]

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term, including any period for which a late charge is also imposed. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. **APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: first to interest; and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

6. WAIVERS.

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

8. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

9. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer.

a. **OUR RIGHT TO FILE PROOF OF LOSS:** In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

b. **OUR RIGHT TO ENDORSE INSURANCE CHECKS:** You agree that the Seller, Assignee, any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. **USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or

g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or

h. You take the Vehicle outside the United States or Canada without our written consent; or

i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or

j. You do something that causes the Vehicle to be subject to confiscation by government authorities; or

k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or

l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. **OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

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

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you may reclaim them within thirty (30) days of our mailing you a Notice of Repossession. If you do not reclaim the things found in the Vehicle within that time, we may dispose of those things in the same manner as the Motor Vehicle. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

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

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

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you redeem the Vehicle, we will deliver the Vehicle to you at a place as provided by law, as soon as is reasonably possible, but in not more than ten (10) business days of our receipt of the funds required. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;

2. The amount of costs are actual, necessary and reasonable; and

3. We can prove the costs were paid.

15. **SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT:** You may prepay all or part of the amount you owe under this contract any time without penalty. We never charge or rebate unearned finance charges. If you default and we repossess your vehicle, we will NOT allow you to pay the amounts you owe us to get your vehicle back and reinstate this contract.

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

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

18. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

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

20. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.**

21. ARBITRATION:

a. You and we can choose to have any particular claim or dispute arising from this Contract of whatever nature between you and us resolved by neutral binding arbitration. If we or you opt or choose arbitration with respect to a claim or dispute, neither you nor we will then have the right to litigate that claim in court or have a jury trial on that claim, or class action suit. If you or we choose to arbitrate a dispute or claim, we must give the other notice in writing. The arbitration shall use Pennsylvania and federal substantive law, as applicable. Any judgment upon the award rendered by arbitration may be entered in any court having jurisdiction. The arbitration will be held in the county where the Dealer is located.

b. The party initiating arbitration shall have the right to select one of the following arbitration administrators whose rules and procedures shall govern the process:

EXHIBIT 104W

balance due us. After the balance due us is paid, any excess will belong to you.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. **THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.**

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

12. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due; or
- You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract; or
- You committed any forgery in connection with this Contract; or

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due. Upon the death of the insured, credit life insurance pays the scheduled unpaid part of the Amount Financed. During the disability of the insured, and subject to any benefit waiting period, credit accident and health (disability) insurance pays the scheduled monthly payments. Credit life insurance is based on the original payment schedule.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

arbitration. The arbitration will be held in the county where the Dealer is located.

b. The party initiating arbitration shall have the right to select one of the following arbitration administrators whose rules and procedures shall govern the process:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
(800) 474-2371
www.arb-frum.org

J.A.M.S./Endispute
700 11th St. NW Suite 450
Washington, DC 20001
(800) 352-5267
www.iamsadr.com

You may obtain the arbitration rules by contacting the above administrators. There shall be one arbitrator acceptable to the parties. The arbitrator shall be independent and unrelated to you or the Assignee. If you are an individual(s) using this vehicle primarily for personal, family or household use, we do agree that we will pay the first \$100 in filings and administrative fees if you wish to initiate arbitration.

c. Any demand for arbitration must be made within the applicable time limit, which would apply if the claim were brought in court.

d. **YOU AND WE ARE VOLUNTARILY AND KNOWINGLY GIVING UP RIGHTS TO RESOLVE CERTAIN CLAIMS IN COURT AND HAVE A JUDGE OR JURY DECIDE THE CASE AND YOU ARE ALSO GIVING UP RIGHTS TO USE A CLASS ACTION.**

e. Even if you or we start a claim or dispute in court, the other can have the claim moved to arbitration.

22. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

STATE OF RHODE ISLAND

:

SS

COUNTY OF BRISTOL

:

AFFIDAVIT

Claudia Lama, being duly sworn according to law, deposes and says that he/she is Legal Specialist for Sovereign Bank, and that he/she is duly authorized to take this Affidavit on behalf of Sovereign Bank, and that the facts contained in the attached pleading are true and correct to the best of his/her information, knowledge and belief.

Claudia Lama
Claudia Lama

Sworn to and subscribed

before me this *24* day
of *December*, 2007

Alan R. Benway
Notary Public

My Commission Expires 02/14/2009

To Whom it may concern,

FILED
FEB 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

This letter is in reference to a civil lawsuit, pertaining to Sovereign Bank, One Providence Place, East Providence R.I. 02915, vs myself Stephen M Clark and my wife Bette A. Clark, of 115 East Second Avenue, DuBois Pa, 15801, being document number 08.34-CP.

The cause for this lawsuit, is from Sovereign Bank having to repossess a vehicle namely a 1992 Chevrolet Blazer, which I had financed through them. My defense is as follows:

When my wife and I purchased the vehicle I was employed by Midwest Transport Inc. of Robinson Ill, as a tractor-trailer driver at a salary of \$19.70 per hour which was substantial for making the required monthly payments which I did.

after 6 1/2 years on that job, I changed employers and went from Midwest Transport to work for Schaffer Trucking, a division of Cretc Carrier Corporation.

I was promised by Schaffer Trucking I would be earning a wage equal to if not greater than my previous employer. My wife and I basically lived in that truck for two to three weeks at a time, and never earned more than half of what I had. I began to fall behind in ALL of my bills due to the lower wage, I worked as best I could with Sovereign Bank to try and make the required payments and they co-operated very well with us on the arrangements. I got to the point of getting behind in ALL of our bills I had no choice but to leave Schaffer Trucking, and try to get a job and be home. I finished working at Schaffer on July 18TH 2007, and finally got another job with my present employer, Modern Transportation. I continued trying to make payment arrangements with all of my creditors and have satisfied my requirements with them.

I had spoken the last time with a representative of Sovereign Bank and told them I had a new job and my wife had begun a job also and we would be getting over

first check on July 14TH and be able to catch
up on all our late payments to Sovereign Bank
at that time. The representative of the bank
said that would be fine and he would tell
his supervisor of my plan to pay. That was
on a Friday morning, then around 11 PM
that Sunday night, the repossessioners came and
took my car (the Chevy Blazer). I had not
received any kind of warning they were going
to do this, nor did I receive any paperwork
from the tow truck operators.

I have since tried to set payments
back up with the Sovereign Bank, but they
have refused my offers to repay, and now I
am being sued by them.

According to the terms and conditions
of the loan agreement, namely paragraph 14, sub A,
Sovereign Bank must send a Notice of Repossession
which they did not do.

I am not sure of what I should do
next concerning this matter. I cannot afford an
attorney, so would like to have one appointed me
if possible.

Yours Truly

Stephen M. Clark



Mr. Stephen Clark
115 E. 2nd Avenue
Du Bois, PA 15801-3175

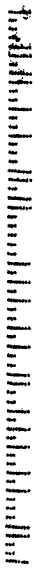
JOHNSTOWN PA 159

08 FEB 2008 PM 2 T

LET US DARE TO READ,
THINK, SPEAK, WRITE.
John Adams
Express of the
41

*Clearfield County
Court of Common Pleas
Prothonotary / Clerk of Courts
Clearfield Pa.
16830*

16830X2448



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103639
NO: 08-34-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: SOVEREIGN BANK

vs.

DEFENDANT: STEPHEN M. CLARK and BETTE A. CLARK

SHERIFF RETURN

NOW, January 25, 2008 AT 1:25 PM SERVED THE WITHIN COMPLAINT ON STEPHEN M. CLARK DEFENDANT AT RESIDENCE 115 E. 2ND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEPHEN CLARK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
01/3:20am
MAY 07 2008
(initials)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103639
NO: 08-34-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: SOVEREIGN BANK

vs.

DEFENDANT: STEPHEN M. CLARK and BETTE A. CLARK

SHERIFF RETURN

NOW, January 25, 2008 AT 1:25 PM SERVED THE WITHIN COMPLAINT ON BETTE A. CLARK DEFENDANT AT RESIDENCE 115 E. 2ND AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEPHEN CLARK, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103639
NO: 08-34-CD
SERVICES 2
COMPLAINT

PLAINTIFF: SOVEREIGN BANK
vs.
DEFENDANT: STEPHEN M. CLARK and BETTE A. CLARK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HAYT	030254	20.00
SHERIFF HAWKINS	HAYT	030254	43.60

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


by 
Chester A. Hawkins
Sheriff

SEP 15 2011
m/12:50/w
William A. Shaw
Prothonotary/Clerk of Courts
2 sent to Mr

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN
IDENTIFICATION NO. 23425
SIXTH FLOOR
400 MARKET STREET
PHILADELPHIA, PA 19106-2509
(215) 928-1400

ATTORNEY FOR PLAINTIFF

SOVEREIGN BANK

VS.

STEPHEN M. CLARK and BETTE A. CLARK

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

TERM,

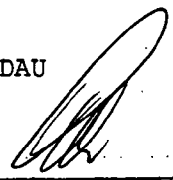
No. 08-34-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly discontinue the above captioned matter without prejudice.

HAYT, HAYT & LANDAU

By: 
Arthur Lashin, Esquire #23425
Attorney for Plaintiff