

08-97-CD

Prime Acceptance vs J. Keith al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

CIVIL DIVISION

No. 2008-97-CD

COMPLAINT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
;80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED *Att. fee \$95.00*
3:10:08 PM
JAN 22 2009 *CC Sheriff*

William A. Shaw
Prothonotary/Clerk of Courts

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

No. 2008

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE 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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008

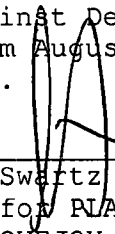
v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

COMPLAINT

1. Plaintiff(s) is PRIME ACCEPTANCE CORP., a corporation, assignee of AMERICAN WATER TECHNOLOGIES,. Plaintiff's address is c/o 1600 Law & Finance Building, Pittsburgh, PA 15219.
2. Defendant(s) is Joseph Keith and Karen Keith, individuals. Defendant's address is 4007 Stiffler Hill Road, Cherry Tree, PA 15724.
3. On October 3, 2006, Defendant(s) entered into Pennsylvania Security Agreement for the purchase of the goods described therein and upon the terms stated therein, including interest at the rate of 18.00% per year and reasonable attorneys fees. Defendant(s) defaulted by failing to make the required payments and there is a balance due in the amount of \$6,632.50 plus interest from August 6, 2007. True and correct copies of the documents of the account are attached hereto as Exhibit "A" and are incorporated herein by reference. The account has been assigned to Plaintiff. WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$6,632.50 plus interest from August 06, 2007 and a reasonable attorney's fee and costs.



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

*** A/R SYSTEM - TRANSACTION DETAIL ***

ACCOUNT:620-07-5165 JOSEPH KEITH, KAREN KEITH, 4007 STIFFLER HILL RD, CHERRY TR
EE PA, 15724.

Date	Code	Description	Other Info.
------	------	-------------	-------------

10/11/06	NEW	Beginning balance \$6594.00	
12/20/06	MSA	Late fee \$5.50	
01/19/07	MSA	Late fee \$5.50	
01/31/07	A32	Altered UCC Status to U	USER:IBM
01/31/07	A32	Altered UCC Status to 3	USER:LH1
01/31/07	NGA	No good alteration: A32 TO 3	32
02/09/07	A32	Altered UCC Status to 3	USER:B14
02/20/07	MSA	Late fee \$5.50	
03/20/07	MSA	Late fee \$5.50	
04/20/07	MSA	Late fee \$5.50	
05/21/07	MSA	Late fee \$5.50	
06/20/07	MSA	Late fee \$5.50	
06/30/07	A21	Altered Removal Code to D	USER:IBM
06/30/07	REM	Removed from active file \$6632.50	Delinquent
08/06/07	BAL	Current Balance \$6632.50 TotalPmts \$.00- RetrnPmt \$.00 OtherAdjs \$.00 LateFees \$38.50 FinChgs \$.00	
*** END OF A/R TRANSACTION LOG ***			
F3/F5=Exit		F9=Top(Oldest) F10=Bottom(Newest) F12=Notes	

Exhibit "A"

**PENNSYLVANIA
SECURITY AGREEMENT**

Date of Agreement: 10.3.06

CREDITOR (called Seller or We, Us, and Our):

AMERICAN WATER TECHNOLOGIES

Name 125 THEOBOLD AVE

Address GREENSBURG PA 15601

City State Zip Code

BUYER refers to all persons signing this Agreement as Buyer (called You, Your, and Yours):

JOSEPH KETHI

Buyer 1's Name

4007 STIFFLER HILL RD CHERRY TREE PA 15724

Buyer 1's Address

City

State and Zip

KAREN S. KETHI

Buyer 2's Name

4007 STIFFLER HILL RD CHERRY TREE PA 15724

Buyer 2's Address

City

State and Zip

We sell and you buy the following Goods and/or Services:

Description of Goods and/or Services	Manufacturer	Model No.	Serial No.	Cash Sales Price
<u>INSTALL WHOLE HOUSE WATER TREATMENT</u>	<u>WATERTECH</u>	<u>RC32MTC</u>	<u>308905-001000</u> <u>001600</u> <u>001777</u>	\$ <u>4344.00</u>
				Sales Tax \$ <u>0.00</u>

1) Cash Sales Price (including Sales Tax) \$ 4344.00

2) Total Downpayment (a+b) \$ 0.00

a) Cash Downpayment \$ 0.00

b) Trade - In \$ 0.00

N/A
(Description)

3) Unpaid Balance of Cash Price (1-2) \$ 4344.00

4) Amounts paid to Others on your Behalf: \$ 0.00

To Public Officials \$ 0.00

5) AMOUNT FINANCED (3+4) \$ 4344.00

☐ "SAME AS CASH" OPTION FOR WAIVER OF FINANCE CHARGE:

If the full Amount Financed is paid within _____ days, the Finance Charges shown on this Agreement will be waived. Buyer understands that monthly payments must be made during this time, and that all terms of this Agreement will apply.

Buyer's Initials: _____ Buyer's Initials: _____

☐ 90 DAYS DELAYED PAYMENT/60 DAYS DELAYED FINANCE CHARGE:

During the promotional period of 60 days, no Finance Charges will be imposed on your purchase and no payments are due for 90 days after agreement date.

Buyer's Initials: _____ Buyer's Initials: _____

ANNUAL PERCENTAGE RATE:
The cost of your credit as a yearly rate.

18.00%

FINANCE CHARGE: The dollar amount the credit will cost you.

\$ 2250.00

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

\$ 4344.00

Total of Payments: The amount you will have paid after you have made all payments as scheduled.

\$ 6594.00

Total Sale Price: The total cost of your purchase on credit, including the total of your downpayment and trade in:

\$ 0.00
Downpayment and Trade In
\$ 6594.00
Total Sale Price

Your payment schedule will be:

No. of Pmts.	Amount of Payments	When Payments are Due (MM/DD/YY)
<u>60</u>	<u>\$109.90</u>	<u>11-15-06</u>

11.15.06

Security: You are giving a security interest in the goods you are purchasing.

Late Charge: If we receive an installment 10 days or more after the date it is due, we shall charge you a late charge of the lesser of 5% of the installment or \$5.00, but not less than \$1.00.

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

See the Agreement for additional information about nonpayment, default, acceleration of payments and prepayment refunds.

*E means an estimate: We estimate the payment due dates as your first payment will be due 30 days after delivery or installation of the goods, and you must make all other payments on the same day of each month thereafter.

NOTICE TO THE BUYER: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE CREDIT SERVICE CHARGE (FINANCE CHARGE).

Signature of Seller

Rick Santone

To be delivered to - If different than buyer's address

Signature of Buyer 1

Joseph Keith

Date

10-3-06

Signature of Buyer 2

Karen S. Keith

Date

10-3

Projected Delivery Date:

If this transaction is a door-to-door or home solicitation sale as defined in the Federal Trade Commission Trade Regulation Rule concerning Cooling-Off Period For Sales Made At Homes Or At Certain Other Locations, or state law, YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

AP24PA-2(52)(06/01

are purchasing.
Late Charge: If we receive an installment 10 days or more after the date it is due, we shall charge you a late charge of the lesser of 5% of the installment or \$5.00, but not less than \$1.00.
Prepayment: You may prepay any amount you still owe at any time. If you prepay in full, we will refund any unearned Finance Charge using the Actuarial Daily Refund method. We need not make any Finance Charge refund of less than \$1.00.
Default: You are in default if you fail to make any payment when it comes due.
Acceleration of Payments: If you default and remain in default for 21 days or more after you receive the right to cure notice required by law, we can demand immediate payment of the entire amount you owe. The amount you owe will be subject to any refund owed to you, figured in the same way as if you had made payment in advance. This notice is not required to be provided more than once in any twelve month period.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT 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.

ARBITRATION CLAUSE

Any claim, dispute, or controversy (whether based upon agreement; tort, intentional or otherwise; constitution; statute; common law; or equity and whether preexisting, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement ("Claim"), shall be resolved, upon the election of Buyer, Seller or Seller's assignee, by binding arbitration pursuant to this Arbitration Provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed: The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators: the National Arbitration Forum ("NAF"), or the American Arbitration Association ("AAA"), or JAMS/Endispute ("JAMS"). The Arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The Arbitrator shall be independent of and unrelated to any party to the arbitration proceedings. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Provision, including the Class Action Waiver Provision defined below. The rules and forms of the NAF, AAA, and JAMS may be obtained by writing to these organizations at the address and/or websites listed below. The address for service of process under this provision of Beneficial Company LLC and HSBC North America Holdings Inc. subsidiaries and affiliates is P.O. Box 1547, Chesapeake, VA 23320.

Any participatory arbitration hearing that Buyer attends will take place in the city nearest to Buyer's residence where a federal district court is located or at such other location as agreed by the parties. If Seller or Seller's assignee files a Claim, that party shall pay all the filing costs. If Buyer files a Claim, filing costs and administrative fees, (other than hearing fees) shall be paid as follows: (a) Buyer agrees to pay for the initial cost of filing the Claim up to the maximum amount of \$100.00; and (b) if required by the arbitration administrator's rules, Seller or Seller's assignee will pay for filing costs over \$100.00 and for any administrative fees charged by the arbitration administrator on any Claim submitted by Buyer up to a maximum of the amount of the filing costs and administrative fees that would be charged by the arbitration administrator for a Claim equal to the Amount Financed under this Agreement. Any filing costs and/or administrative fees assessed for a Claim in excess of the Amount Financed under this Agreement shall be paid by Buyer. The Seller or Seller's assignee shall pay the cost of one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the requesting party. All parties to the arbitration proceedings shall each bear the expense of their own respective attorney's fees, except as otherwise provided by applicable law. If applicable law gives Buyer the right to recover any of these fees, or the fees paid to the arbitration administrator, these rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the Arbitrator issues an award against Buyer, Buyer will not be required to reimburse Seller/Seller's assignee for any fees previously paid to the arbitration administrator or for which Seller/Seller's assignee is responsible.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The Arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall provide written reasoned findings of fact and conclusions of law. The Arbitrator's award shall not be subject to appeal except as permitted by the FAA. For Claims where there is an appeal right under the FAA, any party may appeal the award to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo (i.e. in its entirety) any aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Judgment upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

Seller and Seller's assignee agree not to invoke its right to arbitrate an individual Claim Buyer may bring in Small Claims Court or an equivalent court if any, so long as the Claim is pending only in that court. No class actions or private attorney general actions in court or in arbitration or joinder or consolidation of claims in court or with other persons are permitted in arbitration without the written consent of all the parties. The validity and effect of the preceding sentence (herein referred to as the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the arbitration administrator or any arbitrator. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Provision shall survive repayment of all amounts owed by Buyer under this Agreement and/or termination of the Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. However, if a determination is made that the Class Action Waiver Provision is unenforceable, this Arbitration Provision (other than this sentence) and any prior Arbitration Provision shall be null and void. In the event of conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Provision, this Arbitration Provision shall govern.

No provision of, nor the exercise of any rights under this Arbitration Provision shall limit the right of any party during the pendency of any Claim, to seek and use ancillary, preliminary or provisional remedies, judicial or otherwise for the purpose of realizing upon, preserving or protecting any property involved in any Claim or subject to this Agreement. The use of the courts for such purposes shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration terms contained in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:
National Arbitration Forum (NAF)
P.O. Box 50191
Minneapolis, MN 55405
www.arb-forum.org
Code of Procedure

American Arbitration Association (AAA)
335 Madison Avenue
New York, NY 10017-4605
www.adr.org
Arbitration Rules for
Consumer Related Disputes
(claims under \$10,000).
Arbitration Rules
(all other claims).

JAMS
555 13th St. NW
Suite 400 West
Washington, D.C. 20004
www.jamsadr.com
Financial Services
Arbitration Rules
and Procedures.

The printing contained in this box is not part of this Security Agreement
ASSIGNMENT

For value received, the undersigned assigns this Agreement to a subsidiary or affiliate of Beneficial Company LLC or HSBC North America Holdings Inc.

ASSIGNMENT OF CONTRACT

DEALER #GM-

3963

Date 10.3.06

FOR VALUE RECEIVED, the undersigned (the "Assignor" or "Seller") hereby sells, assigns, transfers and conveys to G&M INTERNATIONAL, LLC (the "Assignee"), its successors and assigns, all of Assignor's right, title and interest in: to and under the contract(s) enumerated below (the "Contract") and the goods described therein (the "Goods"). In order to induce Assignee to purchase the Contract, Assignor hereby represents and warrants to Assignee that: (1) the Contract is valid and genuine in all respects and correctly states the terms of the retail transaction between Assignor and the other party or parties to the Contract (the "Buyer"); (2) the down payment was paid in full, in cash or trade, and no part was loaned to Buyer by Assignor or was obtained by extension of credit to Buyer; (3) Assignor had the right to sell the Goods to Buyer and the Goods are free and clear of all liens, encumbrances, adverse claims, defenses and conditions precedent; (4) no notice of any defense or right of action has been received by Assignor from Buyer nor has Assignor any knowledge of any fact that would impair the validity of the Contract; (5) Buyer has not entered into or commenced any action to enter into an insolvency proceeding under the Federal Bankruptcy Code; (6) Assignor has the right to sell, assign, transfer and convey this Contract to Assignee; (7) no previous assignment of Assignor's interest in the Contract has been made; (8) all Buyers have legal capacity to contract; (9) on the date of the Contract Seller executed and delivered to each Buyer a completed copy of the Contract; (10) Seller has complied with all other requirements of the Federal Truth in Lending Act and the Federal Trade Commission Credit Practices Rule and the Federal Consumer Credit Protection Act; (11) if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller gave each consumer prior to entering into the Contract or any written agreement an unexecuted copy of the Contract or other written agreement in that foreign language; (12) all sales tax due and owing to any governmental agency has been paid or will be paid by Assignor; (13) Assignor assumes full responsibility for all quality of workmanship in installation and warranty of the Goods sold to Buyer; and (14) Assignor will perform, execute and deliver all such further acts, transfers, assignments, conveyances, and assurances as may reasonably be requested by Assignee from time to time in order to better assure, convey and confirm unto Assignee all of the rights, title and interest to be sold, assigned, transferred and conveyed to Assignee hereunder.

If any of the foregoing representations and warranties are breached, Assignor shall repurchase the Contract for the original amount paid by Assignee, and Assignor shall indemnify, defend and hold Assignee harmless from and against any and all of the duties, liabilities, obligations, commitments, costs and expenses (including without limitation reasonable attorneys' fees) that may result at any time from any claim asserted by the Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Assignor. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns as its attorney-in-fact, with full power of substitution, to: (a) demand, receive and enforce Assignor's rights with respect to the Contract; (b) appear for Assignor in any legal proceeding; (c) waive the issuance and service of process; (d) confess judgment in favor of Assignee for the amount then due hereon, together with costs of suit and reasonable attorneys' fees; (e) release and waive all errors that may intervene and consent to immediate execution thereon; and (f) do any and all acts in Assignor's name or in Assignee's own name with the same force and effect as Assignor could do if this Assignment had not been made. Assignor declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason. If the Customer rescinds the Contract during the 3-day rescission period, this Assignment shall also be rescinded, and, if the Assignee has paid Seller for this Assignment, Seller shall promptly return to Assignee all funds paid to Seller for this Assignment.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the day and year first above written.

CO.

JOSEPH KEITH
Customer's Name

184-44
Customer's Sub. No. 184-44
For value received, G & M International, LLC, hereby sells, assigns and transfers to Prime Acceptance Co., all its right, title, and interest in and to the foregoing contract and security agreement.

ASSIGNOR:

American Water
Name of Assignor- COMPANY NAME

By (SIGNATURE):

Signature

Title

General Manager

Date

10 OCT 10 2006

CREDIT SERVICES CREDIT APPLICATION

Merchant Use GM 3963		Office No.	Sale Amount \$ 4344.00	
Merchant Name: AMERICAN WATER TECHNOLOGIES		Date	Authorization No.	
Product Financed	Verity Customer(s)	Applicant's DRL/ID # 17661601	State PA	Exp. Date 6-5-07
	Government Issued ID	Co-Applicant's DRL/ID # 20775040	State PA	Exp. Date 1-4-09
Is This an In-Home Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, Please Complete the Following: <input type="checkbox"/> AM <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other				
Best Time to Call customer <input type="checkbox"/> PM Phone Number ()				

APPLICANT			
First Name	Initial	Last Name	
Joselyn		Keith	
E-Mail Address			
Date of Birth	Social Security No.	Home Phone No.	
8-4-55	184-44-5531	(84) 743-5478	
Street Address		Apt. No.	
4007 STIFFLERHILL RD			
City	State	Zip	
CHERRY TREE	PA	15724	
No. Dependents	Residence Type	Time at Residence	
	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Yrs. 14 Mos.	
Mortgage/Monthly Payment	Rate	Your House Value	Mortgage Balance
\$ 353.00	%	\$	\$
Mortgage Holder/Landlord Name			
TELL US ABOUT YOUR INCOME			
Employer Name		Occupation	
SSI			
Employer Phone	Ext.	Time Employed	
()		Yrs. Mos.	
Employer Address	City	State	Zip
Employment Income		*Other Income (Specify Source)	
\$ 118.00 Per		\$ Per	

CO-APPLICANT			
First Name	Initial	Last Name	
KAREN	S	KEITH	
E-Mail Address			
Date of Birth	Social Security No.	Home Phone No.	
01-3-59	198-50-7476	()	
Street Address		Apt. No.	
City	State	Zip	
No. Dependents	Residence Type	Time at Residence	
	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other	Yrs. Mos.	
Employer Name	Occupation		
LIFESTYLES SUPER SERVICES	Nurses AID		
Employer Phone	Time Employed		
(610) 948-2803	Ext. Yrs. 6 Mos.		
Employment Income	*Other Income (Specify Source)		
\$ 2400.00 Per YR	\$ Per		
Relationship to Applicant			
<p>*INCOME NOTICE: You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying this obligation.</p>			

TELL US ABOUT YOUR CREDIT REFERENCES					
Visa	MasterCard	Discover	American Express		
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Make of Auto(s)	Model(s)	Year(s)	Financed By	Mo. Payment(s)	
Nearest Relative NOT Living With You			Address	Phone Number	Relationship

By signing below, you certify that all information given on this Application is true and complete. You also authorize us to confirm the information in this Application and give out information about you or your account to credit reporting agencies and others who are allowed to receive it. You authorize and instruct us to request and receive credit information about you from any credit reporting agency or third party. If we do not approve this Application, you request and authorize us to provide this Application and credit information to other finance sources which will consider it under their credit standards. You grant the other finance sources the right to request a consumer credit report on you and authorize them to check your credit and employment history.

Joselyn Keith **10-3-06**
Applicant's Signature Date

Karen S. Keith **10-3-06**
Co-Applicant's Signature Date

(See reverse side for Important notices where applicable)

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2007

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

VERIFICATION

The undersigned, Gloria Torres, avers
that he/she is the Customer Service Manager of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date November 19, 2007

Gloria Torres

FILED

MAR 03 2008

m/l:30/w
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO DEPT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

CIVIL DIVISION

No. 2008-97-CD

STIPULATION FOR JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

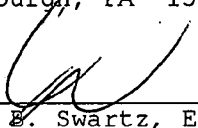
PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
880649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

6. Defendants shall make the said payments to and payable to Louis B. Swartz, Attorney for Prime Acceptance Corp., 1600 Law & Finance Building, Pittsburgh, PA 15219.

 2/27/08

Louis B. Swartz, Esquire /DATE
Swartz, Lovejoy & Associates
Attorney for Plaintiff
1600 Law & Finance Building
Pittsburgh, PA 15219
412/288-0300

_____
Joseph Keith, Defendant /DATE

 2/22/08

Karen Keith, Defendant /DATE

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

No. 2008-97-CD

NOTICE OF ENTRY OF JUDGMENT

TO: Joseph and Karen Keith
4007 Stiffler Hill Road
Cherry Tree, PA 15724

TAKE NOTICE that on the 3rd day of
MARCH, 2008, judgment was entered against
you in the above captioned case in the principal amount of
\$6,632.50 plus interest per Stipulation of Judgment and costs.



PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2010
Clearfield Co., Clearfield, PA

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103661
NO: 08-97-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PRIME ACCEPTANCE CORP. A corp. , assignee
vs.
DEFENDANT: JOSEPH KEITH and KAREN KEITH, Individuals

SHERIFF RETURN

NOW, January 30, 2008 AT 9:38 AM SERVED THE WITHIN COMPLAINT ON JOSEPH KEITH and KAREN KEITH, individuals DEFENDANT AT OTHER 3954 STIFFLER HILL ROAD (FATHER'S RESIDENCE), CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN KEITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	037216	10.00
SHERIFF HAWKINS	SWARTZ	037216	90.00

FILED
0/3:00 LM
MAY 12 2008
(15)

Sworn to Before Me This

_____ Day of _____ 2008

William A. Shaw
So Answers, Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

COUNTY NATIONAL BANK

Garnishee

CIVIL DIVISION

No. 2008-97-CD

PRAECIPE FOR WRIT OF EXECUTION

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303

%80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED

JUL 12 2010

William A. Shaw
Prothonotary/Clerk of Courts

Any pd.
20.00
ice & Lewis
to Sheriff

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of Execution as follows:

Directed to the sheriff of CLEARFIELD County
Against JOSEPH KEITH and KAREN KEITH,
individuals

Against COUNTY NATIONAL BANK as garnishee.

AMOUNT DUE	\$5,585.45
------------	------------


PLUS INTEREST FROM 02-12-2010 TO 07-12-2010	137.72
---	--------

SUBTOTAL	\$5,723.17
----------	------------

ADD INTEREST FROM 07-12-2010	135.00	Prothonotary costs
------------------------------	--------	--------------------

ADD COSTS	
-----------	--

TOTAL	
-------	--



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

COPY

Prime Acceptance Corp., assignee of
American Water Technologies, Inc.,

Vs.

No.: 2008-00097-CD

Joseph Keith and Karen Keith

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Joseph Keith and Karen Keith, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
County National Bank as garnishee(s):

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 of each account of the defendant 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.

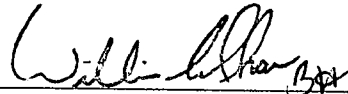
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$5,585.45
INTEREST FROM 02-12-10 to 07-12-10: \$137.72
ATTY'S COMM: \$
DATE: 7/12/2010

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
at _____ A.M./P.M.

Sheriff

Requesting Party:
Louis B. Swartz, Esq.
16th Floor Law and Finance Building
Pittsburgh, PA 15219
(412) 288-0303

To Deputy 7/20/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-97-CD

PRIME ACCEPTANCE CORP., a corporation, assignee of AMERICAN WATER TECHNOLOGIES, INC. a corporation
vs
JOSEPH KEITH and KAREN KEITH
TO: COUNTY NATIONAL BANK, Garnishee
SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 10/09/2010 ASAP HEARING: PAGE: 107338

DEFENDANT: COUNTY NATIONAL BANK, Garnishee
ADDRESS: 1 S. SECOND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

0 1:49 P.M. 616
AUG 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, August 2, 2010 AT 1:40 AM (PM) SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON COUNTY NATIONAL BANK, Garnishee,
DEFENDANT

BY HANDING TO AMANDA WOOSTER Customer Service Rep.

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

ADDRESS SERVED 1st Second Street, Clearfield, Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR COUNTY NATIONAL BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO COUNTY NATIONAL BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Morgillo
Deputy Signature

Dominic L. Morgillo
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107338

2 of 2

PRIME ACCEPTANCE CORP.

NO. 08-97-CD

-vs-

JOSEPH KEITH & KAREN KEITH
TO: CNB BANK, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW AUGUST 9, 2010 MAILED THE WITHIN:
WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION
TO JOSEPH KEITH and KAREN KEITH, DEFENDANTS
AT: 4007 STIFFLER HILL ROAD, CHERRY TREE, PA. 15724
IN THE S.A.S.E.

FILED No
07/11:45 AM CC
AUG 09 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107338
NO: 08-97-CD
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: PRIME ACCEPTANCE CORP., a corporation, assignee of AMERICAN WATER TECHNOLOGIES, INC. a corporation

vs.

DEFENDANT: JOSEPH KEITH and KAREN KEITH

TO: COUNTY NATIONAL BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SWARTZ	039145	20.00
SHERIFF HAWKINS	SWARTZ	039145	26.44

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

COUNTY NATIONAL BANK

Garnishee

CIVIL DIVISION

No. 2008-97-CD

INTERROGATORIES TO GARNISHEE

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303
80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

INTERROGATORIES TO GARNISHEE

TO: County National Bank
PO Box 42
1 S. Second Street
Clearfield, PA 16830

You are required to file answers to the following
Interrogatories within twenty (20) days after service upon
you with the Prothonotary's office. Failure to do so may result
in judgment against you:

FIRST: At the time you were served or at any subsequent
time, did you owe the defendant(s) any money or were you liable to
defendant(s) on any negotiable or other written instrument, or did
defendant(s) claim that you owed any money or were liable to
defendant(s) for any reason? State the amount.

SECOND: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint 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(s)? Describe the property.


THIRD: 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 in part by defendant(s) or in which defendant(s) held or claimed any interest? Describe the property.

FOURTH: At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the defendant(s) had an interest? Describe the property.

FIFTH: At any time before or after you were served, did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor? Describe the property and state the amount.

SIXTH: At any time before you were served, did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to defendant's(s') direction or otherwise discharge any claim of the defendant(s) against you? State the amount and/or describe the property.

SEVENTH: State whether any account identified in your answers to the previous interrogatories includes any Social Security direct deposits, and, if so, and based on information reasonably available to you, identify any funds in the account(s) which are from sources other than Social Security direct deposits.



Louis B. Swartz, Esquire
Attorney for Plaintiff
Swartz Lovejoy & Associates
1600 Law & Finance Bldg.
429 Fourth Ave.
Pittsburgh, PA 15219
412/288-0303

INTGARN. PLE

DEPT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

COUNTY NATIONAL BANK

Garnishee

CIVIL DIVISION

No. 2008-97-CD

INTERROGATORIES TO GARNISHEE

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303

%80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

INTERROGATORIES TO GARNISHEE

TO: County National Bank
PO Box 42
1 S. Second Street
Clearfield, PA 16830

You are required to file answers to the following
Interrogatories within twenty (20) days after service upon
you with the Prothonotary's office. Failure to do so may result
in judgment against you:

FIRST: At the time you were served or at any subsequent
time, did you owe the defendant(s) any money or were you liable to
defendant(s) on any negotiable or other written instrument, or did
defendant(s) claim that you owed any money or were liable to
defendant(s) for any reason? State the amount.

SECOND: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint 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(s)? Describe the property.

THIRD: 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 in part by defendant(s) or in which defendant(s) held or claimed any interest? Describe the property.

FOURTH: At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the defendant(s) had an interest? Describe the property..

FIFTH: At any time before or after you were served, did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor? Describe the property and state the amount.

SIXTH: At any time before you were served, did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to defendant's(s') direction or otherwise discharge any claim of the defendant(s) against you? State the amount and/or describe the property.

SEVENTH: State whether any account identified in your answers to the previous interrogatories includes any Social Security direct deposits, and, if so, and based on information reasonably available to you, identify any funds in the account(s) which are from sources other than Social Security direct deposits.



Louis B. Swartz, Esquire
Attorney for Plaintiff
Swartz Lovejoy & Associates
1600 Law & Finance Bldg.
429 Fourth Ave.
Pittsburgh, PA 15219
412/288-0303

INTGARN.PLE

INTGARN.PLE

INTGARN.PLE

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

No. 2008-97-CD

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 third page, 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.

PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
PO BOX 186
HARRISBURG PA 17108
1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemption 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 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 the 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. sec. 4904 relating to unsworn falsification to authorities.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
Courthouse
Clearfield, PA 16830
Telephone Number 814-765-261 x1360

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.

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Prime Acceptance Corp., assignee of
American Water Technologies, Inc.,

Vs.

No.: 2008-00097-CD

Joseph Keith and Karen Keith

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Joseph Keith and Karen Keith, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
County National Bank as garnishee(s):

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 of each account of the defendant 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.

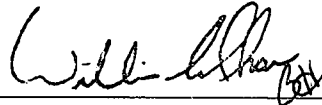
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$5,585.45
INTEREST FROM 02-12-10 to 07-12-10: \$137.72
ATTY'S COMM: \$
DATE: 7/12/2010

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12 day
of July A.D. 2010
at Mc A.M. (P.M.)

Chester A. Hawkins
Sheriff
by Nancy Harris

Requesting Party:
Louis B. Swartz, Esq.
16th Floor Law and Finance Building
Pittsburgh, PA 15219
(412) 288-0303

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Prime Acceptance Corp., assignee of
American Water Technologies, Inc.,

Vs.

No.: 2008-00097-CD

Joseph Keith and Karen Keith

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Joseph Keith and Karen Keith, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
County National Bank as garnishee(s):

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 of each account of the defendant 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.

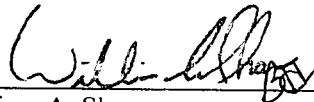
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

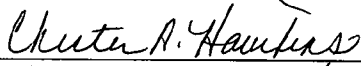
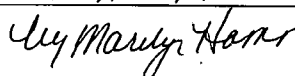
AMOUNT DUE/PRINCIPAL: \$5,585.45
INTEREST FROM 02-12-10 to 07-12-10: \$137.72
ATTY'S COMM: \$
DATE: 7/12/2010

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12 day
of July A.D. 2010
at 3:40 A.M./P.M.


Sheriff 

Requesting Party:
Louis B. Swartz, Esq.
16th Floor Law and Finance Building
Pittsburgh, PA 15219
(412) 288-0303

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Prime Acceptance Corp., assignee of
American Water Technologies, Inc.,

Vs.

No.: 2008-00097-CD

Joseph Keith and Karen Keith

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Joseph Keith and Karen Keith, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
County National Bank as garnishee(s):

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 of each account of the defendant 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.

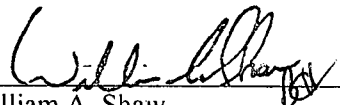
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

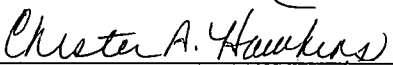
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$5,585.45
INTEREST FROM 02-12-10 to 07-12-10: \$137.72
ATTY'S COMM: \$
DATE: 7/12/2010

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12 day
of July A.D. 2010
at 3:16 P.M.


Sheriff by Mary Hamer

Requesting Party:
Louis B. Swartz, Esq.
16th Floor Law and Finance Building
Pittsburgh, PA 15219
(412) 288-0303

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Prime Acceptance Corp., assignee of
American Water Technologies, Inc.,

Vs.

No.: 2008-00097-CD

Joseph Keith and Karen Keith

County National Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Joseph Keith and Karen Keith, Defendant(s):

- (1) You are directed to levy upon the property of the defendant and to sell defendant's interest therein:
Personal Property
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of:
County National Bank as garnishee(s):

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 of each account of the defendant 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.

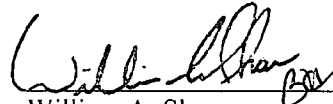
ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

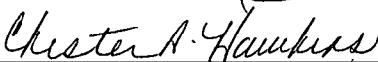
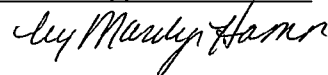
AMOUNT DUE/PRINCIPAL: \$5,585.45
INTEREST FROM 02-12-10 to 07-12-10: \$137.72
ATTY'S COMM: \$
DATE: 7/12/2010

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12 day
of July A.D. 2010
at Sw A.M./P.M.


Sheriff 

Requesting Party:
Louis B. Swartz, Esq.
16th Floor Law and Finance Building
Pittsburgh, PA 15219
(412) 288-0303

FILED
SEP 07 2010
William A. Shaw
Prothonotary/Clerk of Courts
Notice to
Atty P. Smith
(for Garnishee)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

COUNTY NATIONAL BANK

Garnishee

CIVIL DIVISION

No. 2008-97-CD

PRAECIPE FOR JUDGMENT AGAINST
GARNISHEE

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303

%80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONPRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants


and

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO: THE PROTHONOTARY

Please enter judgment in favor of the Plaintiff and
against Garnishee County National Bank upon
the Answers to Interrogatories filed by the Garnishee in
the captioned case in the amount of \$6,038.93, calculated
as follows:

Amount admitted -	\$6,338.93
less \$300.00 exemption	- 300.00
Judgment amount	\$6,038.93



LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0303

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONPRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

NOTICE OF ENTRY OF JUDGMENTTO: County National Bank
c/o Peter F. Smith, Esquire
30 S. 2nd Street, PO Box 130
Clearfield, PA 16830TAKE NOTICE that on the 7th day ofSeptember, 2010 judgment was entered against

you in the above captioned case in the amount of

\$6,038.93.
PROTHONOTARYLOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0303

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

PRIME ACCEPTANCE CORP, Assignee of :
American Water Technologies, Inc., :
Plaintiff :

vs. :

JOSEPH KEITH and KAREN KEITH, :
Defendant :

and :

CNB BANK f/k/a County National Bank, :
Garnishee :

No. 2008-97-CD

FILED No CC-

9/10/12cm
SEP 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who answers the
Interrogatories as follows:

1. Yes, CD # 275545 the balance on the date and at the time the Writ of Execution in this matter was served on CNB was \$5,620.13, Checking Account No. 1649177 the balance on the date and time the Writ was served on CNB and after deduction of CNB's standard fee of \$160 for responding to this garnishment was \$2,044.29, Savings Account No. 3776572 the balance on the date and time the Writ was served on CNB was \$80.97 and Savings Account No. 7739550 the balance on the date and time the Writ was served on CNB was \$145.15.
2. N/a.
3. N/a.
4. N/a.
5. N/a.
6. N/a.

7. No Social Security deposits. However, the checking account receives regular deposits from Lifestyle Support.

The nature of this deposit and the reason for it are unknown to CNB.

Date:

8/4/10



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

CNB Bank

Dated: 8/5/10

By: Kimberly M. Olson
Kimberly M. Olson
Records and Research

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

PRIME ACCEPTANCE CORP, Assignee of :
American Water Technologies, Inc., :
Plaintiff :

vs. :

JOSEPH KEITH and KAREN KEITH, :
Defendant :

and :

CNB BANK f/k/a County National Bank, :
Garnishee :

No. 2008-97-CD

FILED No. 2008-97-CD

09/10/10 am
SEP 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

GARNISHEE CNB BANK' S CERTIFICATE OF SERVICE

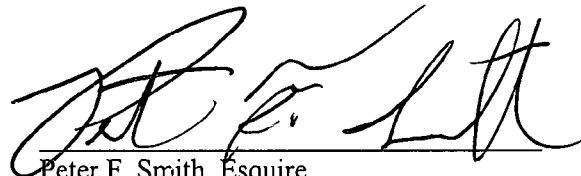
I, Peter F. Smith, attorney for CNB Bank, Garnishee in the above captioned matter certify that I sent true and correct copies of Answers to Interrogatories in aid of execution to the Attorney for the Plaintiff by U.S. First Class Mail and by U.S. Certified Mail on September 7, 2010 to the Defendant as follows:

U. S. FIRST CLASS MAIL
Louis B. Swartz, Esquire
16th Floor Law and Finance Building
Pittsburgh, PA 15219

CERTIFIED MAIL &
U. S. FIRST CLASS MAIL
Joseph Keith
Karen S. Keith
3952 Stiffler Hill Road
Cherry Tree, PA 15724-9709

Respectfully submitted,

Date: September 7, 2010



Peter F. Smith, Esquire
Attorney for the Garnishee
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED No cc
m/12:57:01
SEP 27 2011
William A. Shinn
Prothonotary/Clerk of Courts
7.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

COUNTY NATIONAL BANK

Garnishee

CIVIL DIVISION

No. 2008-97-CD

PRAECIPE TO SATISFY JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0303

%80649

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

PRIME ACCEPTANCE CORP., a
corporation, assignee of
AMERICAN WATER TECHNOLOGIES,
INC., a corporation

Plaintiffs

No. 2008-97-CD

v.

JOSEPH KEITH and KAREN KEITH,
individuals

Defendants

and

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment in the above-captioned case "satisfied."

LOUIS B. SWARTZ
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Before me, the undersigned authority appeared LOUIS B. SWARTZ,
who being known to me, acknowledged that he executed the
foregoing Praecipe for the purposes stated therein.

date

9-20-10

NOTARY PUBLIC

SATISFY.PLE

