

08-317-CD  
Mt. Peaks Fin. Vs John Yingling Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division – Arbitration

Plaintiff,

No. AR 06 –

Vs.

Code No. 08-317-CD

JOHN P. YINGLING, JR.,

**COMPLAINT IN CIVIL ACTION**

Defendant.

Filed on Behalf of Plaintiff:  
MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.

Counsel of Record for this Party:

Noah Paul Fardo  
Pa. I.D. # 83848

Shawn T. Flaherty  
PA I.D. #43697

FLAHERTY FARDO, LLC  
Firm # 527  
5541 Walnut Street  
Pittsburgh, PA 15232

Telephone No.: 412-802-6666  
Facsimile No.: 412-802-6667

**FILED**

2/12/2008  
FEB 25 2008

Attypd. \$95.00  
ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division – Arbitration

Plaintiff,

No. AR 06 –

Vs.

Code No.

JOHN P. YINGLING, JR.,

**COMPLAINT IN CIVIL ACTION**

Defendant.

**NOTICE TO DEFEND**

**You have been sued in Court.** If you wish to defend against the claims set forth in the following papers, you must take action within twenty (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

PENNSYLVANIA BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
100 SOUTH STREET  
P.O. BOX 186  
155 SOUTH NINTH STREET, HARRISBURG, PA 17108  
(800) 692-7375

## COMPLAINT

AND NOW comes the Plaintiff, Mountain Peaks Financial Services, Inc., by and through its undersigned counsel and files the following Complaint against Defendant John P. Yingling, Jr., and in support thereof avers as follows:

### Parties

1. Plaintiff, Mountain Peaks Financial Services, Inc. ("Mountain Peaks") is a corporation organized and existing under the laws of the Commonwealth of Colorado with a principle place of business at 6560 Greenwood Plaza Blvd., Suite 350, Englewood, CO 80111.
2. Mountain Peaks is in the business of purchasing collectable loans from credit companies.
3. Defendant John P. Yingling, Jr. resides in the Commonwealth of Pennsylvania with a principal residence at 802 West Locust Street, Clearfield, PA 16830.

### Factual Background

4. On or about July 5, 2000, Defendant applied for a student loan through CitiAssist Loans.
5. On or about August 19, 2000, defendant entered into a written student loan agreement with Citibank USA, N.A. totaling \$4,100.00.
6. On or about June 2, 2005, the agreement between Citibank USA, N.A. and Defendant was transferred to Guaranty National Insurance Company, along with all rights, title and interest in and to the Agreement.

7. On or about June 22, 2005, the agreement between Guaranty National Insurance Company and Defendant were transferred to Mountain Peaks, along with all rights, title and interest in and to the Agreement.

8. Shortly after the Agreement was signed and entered into, Defendant, in direct breach of the Agreement, failed to adhere to the terms of the Agreement by failing to make the scheduled monthly loan payments.

**COUNT I**

**BREACH OF CONTRACT**

**MOUNTAIN PEAKS FINANCIAL SERVICES, INC Vs.**  
**JOHN P. YINGLING, JR.**

9. Paragraphs 1 through 8 are incorporated by reference as if fully set forth herein.

10. Defendant was party to an enforceable contractual obligation, whereby Defendant agreed to make regular specified monthly payments for monies owed.

11. Thereafter, funds were delivered to Defendant and Defendant accepted the funds for his own gain pursuant to the contract (All relevant documents are attached hereto as Exhibit "A").

12. Despite demands from Plaintiff, Defendant failed to make payments on the loans as stated in the Agreement.

13. Defendant's failure to pay Plaintiff in the amounts agreed upon by the parties, as stated in the Agreement, constitutes a breach of contract by Defendant.

14. To date, Defendant has failed to make any payment of the amounts owed to Plaintiff.

15. As a result of the foregoing breach of contract, Mountain Peaks has sustained damages, generally and particularly in an amount including, but not limited to \$5,630.10 plus attorney fees and costs of the action.

16. Defendant is liable to Mountain Peaks for all of the damages flowing from Defendant's breach of contact.

**WHEREFORE**, Mountain Peaks requests that judgment be entered in its favor and against Defendant in a minimum amount of \$5,630.10, together with attorney fees, interest, costs of court, and such other and further relief as this Court may deem just and appropriate.

**COUNT II**

**UNJUST ENRICHMENT**

**PLEAD IN THE ALTERNATIVE**

**MOUNTAIN PEAKS FINANCIAL SERVICES, INC Vs.**  
**JOHN P. YINGLING, JR.**

17. Paragraphs 1 through 16 are incorporated by reference as if fully set forth herein.
18. Defendant was loaned monies for the benefit of the defendant.
19. Defendant obtained the benefit and the use of Plaintiff's monies for his own benefit and gain.
20. Defendant has refused on the demand of Plaintiff to pay Plaintiff for the loans rendered.

21. Defendant owes Plaintiff monies in the amount of \$5,630.10 for the monies loaned and received. Plaintiff demands attorney fees, costs of the action, and the maximum interest allowed by the state of Pennsylvania.

**WHEREFORE**, Mountain Peaks requests that judgment be entered in its favor and against Defendant in a minimum amount of \$5,630.10, together with attorney fees, interest, costs of court, and such other and further relief as this Court may deem just and appropriate.

Respectfully Submitted,

**FLAHERTY FARDO, LLC**

BY:

NOAH PAUL FARDO

Counsel for Plaintiff  
Mountain Peaks Financial  
Services, Inc.

Dated: February 21, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division – Arbitration

Plaintiff,

No. AR 06 –

Vs.

Code No.

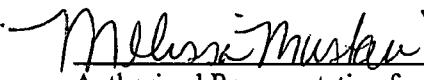
JOHN P. YINGLING, JR.,

**COMPLAINT IN CIVIL ACTION**

Defendant.

**VERIFICATION**

I, Melissa Mustari, authorized representative of Plaintiff, aver that the statements contained in the attached Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities.

  
\_\_\_\_\_  
Authorized Representative for Plaintiff

Dated: Nov 30, 2006

# **EXHIBIT “A”**

# CitAssist® Loans

For students attending 4-year colleges and universities(Graduate and Undergraduate programs). Date application faced 1/1/

## Student Applicant Information

First Name <u>John</u>	M.I. <u>J</u>	Suffix ( Jr., Sr., Etc.) <u>Jr</u>	Date of Birth <u>05/01/78</u>	State <u>PA</u>	ZIP <u>16330</u>
less than one year at permanent address, list previous address					
Social Security # <u>311-60-3900</u>					
Home Telephone Permanent <u>(814) 765-5253</u>					
School Telephone (Temporary) <u>(814) 765-5253</u>					
Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
School Name <u>CLARION UNIVERSITY OF PENNSYLVANIA</u>					
Check the box next to the year in school for which this loan will be used.					
<input type="checkbox"/> Undergraduate <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 (611) <input type="checkbox"/> Graduate <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 (612)					
<b>Loan Information</b>					
Loan amount requested <u>\$ 4100</u>					
Academic Year for Use of Funds <u>9/1/00 to 12/1/00</u>					
If this loan is for a current or future period, the loan period must begin less than 90 days in the future. If this loan is for a past period, the loan period must have ended less than 12 months in the past.					
Mo. <u>09</u>	Yr. <u>00</u>	Options: <input type="checkbox"/> Make no payments while in school. <input type="checkbox"/> Make payments while in school.	Anticipated Completion Date <u>1/1/04</u>	Certified Loan Amount <u>\$ 4100</u>	
Please attach a copy of IRS Form 1551 if no.					
If you are an international student please attach a copy of your I-20 or I-22 form. If you are a nonresident alien attach a copy of your I-94.					

## Applicant Reference

In amount approved may be less than amount requested because State Law limits our lending to you educational funds. Annual loan amount cannot exceed \$10,000 for undergraduates and \$15,000 for graduate students.

## Co-signer Information

Co-signer must be a U.S. citizen or permanent resident, at least 18 years of age, must provide a permanent U.S. address, and must have a verifiable income of at least \$12,000 per year.

Relationship to borrower <u>Friend</u>					
City <u>Citfield</u> State <u>PA</u> ZIP <u>16830</u>					
Work Telephone <u>(814) 765-5253</u>					
We hereby certify that the student named in this application is/was attending this institution during the academic year this loan is applied for. We further certify that, based upon records available at this institution, the applicant is not in default on any student loan and that the information provided above is true and accurate to the best of our knowledge and belief. We certify that the sum of all loans and financial aid, including this loan, does not exceed the cost of education at this institution.					
Signature of School Official					
I, <u>John D. Givens</u> , do hereby certify that the information contained in this application is true and accurate to the best of my knowledge and belief.					
Name <u>John D. Givens</u>					
First Name <u>John</u>					
M.I. <u>D</u>					
Suffix ( Jr., Sr., Etc.) <u>Jr</u>					
Date of Birth <u>/ /</u>					
State <u>PA</u>					
City <u>Citfield</u>					
Years There <u>4</u>					
Position: <u>Mechanic</u>					
Telephone <u>(814) 765-5253</u>					
Telephone <u>(814) 765-5253</u>					

## Credit/Employment Information

Indicate if the following credit information is submitted by:

Housing Payment <u>\$ 1000</u>					
Employer/Company Name <u>None</u>					
Undergraduate borrower applying on own creditworthiness. (Refer to Step 2 under "How to apply")					
<input type="checkbox"/> Co-signer <input type="checkbox"/> Undergraduate borrower applying on own creditworthiness. (Refer to Step 2 under "How to apply")					
Self-employed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
State <u>PA</u> ZIP <u>16830</u>					
Phone <u>(814) 765-5253</u>					
Title <u>None</u>					
Telephone <u>(814) 765-5253</u>					
Position: <u>None</u>					
Telephone <u>(814) 765-5253</u>					

Source (Indicate if spouse)

John D. Givens

Source (Indicate if spouse)

John D. Givens

## For Lender Use Only

Source Code: 8100  
Sponsor Code: CE03X  
 F  P  I  M  O

PA

Print Name John D. Givens  
Title None  
Telephone Number (814) 765-5253  
Date 1/1/04

## Signatures

Please read your enclosed Promissory Note in its entirety before signing this section. If you do not have a promissory note, please call 1-800-692-8200, ask for Operator 7695, and we'll promptly send you one plus interest and other charges, which may become due as provided for by the note. The terms and conditions set forth in this Application and the Note constitute the entire agreement between the lender and the borrower.

If you sign your name exactly as it appears in Section A

of Co-signer

or if you name exactly as it appears in Section D

**TUITIONGard, Ltd.**  
**Insurance Certificate**

This certificate is issued by the above named Insured Bank and is issued by the above named Insurance Company, subject to the terms and conditions of the above named insurance policy.

**INSURANCE COMPANY**

Guaranty National Insurance  
 P.O. Box 2000  
 Englewood, CO 80254

**INSURED BANK-LENDER**

Name: The Student Loan Corporation  
 Corporation Office/Address:  
99 Garnsey Rd  
Pittsford  
New York  
14534  
 Phone: (716) 248-7500  
 Bank Recognition Code: 073075

**COVERAGE**

This is to certify that the policy referred to below has been issued to the Named Insured Bank listed above to cover the insured loan referenced above. This certificate attaches to the referenced loan and extends to the Named Insured at the time of coverages, terms and conditions of the policy as indicated below.

**AUTHORIZED REPRESENTATIVE**

**TUITIONGard, Ltd.**  
 100 Bloor Street East  
 Toronto, Ontario, Canada

**AUTHORIZED SERVICER**

CityBank, N.Y. 100-1000  
 101 East 42nd Street, New York, N.Y. 10017

**INSURED-LOAN**

Borrower: SHAW, JR., JOHN P.  
 Address: 502, WEST 42nd ST  
 CLEARFED  
 FA  
 19810 1806  
 Share: 814-765-5627  
Student Security and Loan Co.  
211-60 1806 23

**INSURED LOAN**

Co-Borrower: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 FA  
 19810 1806  
 Share: \_\_\_\_\_  
 Social Security and Loan Co.  
211-60 1806 23

CERTIFICATE NUMBER	PROGRAM NUMBER	GRADE LEVEL	DISBURSEMENT DATE	EXPECTED REPAYMENT START DATE	LOAN AMOUNT DISBURSED	CERTIFICATE PREMIUM PAID
0791343072851	1	1	04-16-2000	07-16-2003	\$4,900.00	\$240.67

**SCHOOL**

CLARKSON UNIVERSITY

**CHANGE IN NAMED INSURED:**

The following entity now has the Private Student Loan referenced in the entry marked below named as insured to receive benefits and entitlements under the active referenced insurance contract.

Named Insured: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Loan Acquisition: \_\_\_\_\_

The above referenced policy is not cancellable by the issuing company and is in force until the above referenced loan has been repaid by the borrower or lessee.

Authorized Representative: Shaw, Jr.

Private Student Loans are originated and held by CityBank, N.Y. which is trustee for The Student Loan Corporation. CityBank, N.Y. N.Y. provides loan services for CityBank Student Lending.

## TuitionGard™ Claims Unit

9800 Meridian Boulevard  
P.O. Box 6624  
Englewood, CO 80155

## REQUEST FOR CLAIM REIMBURSEMENT

## I. BORROWER INFORMATION

SSN & Loan Slot: 211-60-3806 23 Borrower's Name (Last, First, MI): YINGLING JR., JOHN P  
 Address: 802 WEST LOCUST  
 City, State, Zip: CLEARFIELD PA 16830  
 Home Telephone: 814-496-9832 Business Phone: \_\_\_\_\_  
 Drivers License #: 24610714 State: PA Address had mail returned: N  
 Employer Name: KEPHART TRUCKING Employer Phone Number: 814-857-7704  
 Employer Address: \_\_\_\_\_  
 Employer City, State, Zip: BIGLER PA 16825

## II. CO-SIGNER INFORMATION

SSN: \_\_\_\_\_ Cosigner's Name (Last, First, MI): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Home Telephone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ Address had mail returned: \_\_\_\_\_  
 Employer Name: \_\_\_\_\_ Employer Phone Number: \_\_\_\_\_  
 Employer Address: \_\_\_\_\_  
 Employer City, State, Zip: \_\_\_\_\_

## II. CLAIM TYPE

Default ..... Delinquency Date 12/08/2004  
 Bankruptcy, Chapter \_\_\_\_\_ Date Filed \_\_\_\_\_  
 Death..... Date of Death \_\_\_\_\_

## III. LOAN SUMMARY INFORMATION

Current Principal Balance: \$ 5,077.39  
 Current Interest Balance: \$ 133.03  
 Current Interest Rate: 6.00  
 Credit Scoring: 722 / 224

## IV. DISBURSEMENT INFORMATION FOR LOAN PERIOD

Disbursement Date	Disbursement Amount	Certificate of Insurance Number
<u>08/18/2000</u>	<u>\$4,100.00</u>	<u>02013N30026331</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## V. MONETARY HISTORY

Total Amount Disbursed	\$ <u>4,100.00</u>
School Refunds Received	-\$ <u>12.67</u>
Payments Paid to Principal	-\$ <u>12.67</u>
Miscellaneous Principal Decreases	-\$ <u>709.14</u>
Capitalized Interest	+\$ <u>280.92</u>
Backdating adj.	+\$ <u>280.92</u>
Outstanding Principal Balance	=\$ <u>5077.39</u>

## VI. CLAIM AMOUNT

Current Payoff Amount: \$ 5,210.42

Good Through \_\_\_\_\_

*Repay Start date - 10/15/02*

## VII. CREDIT REPORTING HISTORY - BORROWER

30 Day Report: 01/31/2005  
 120 Day Report: 04/30/2005

## VIII. CREDIT REPORTING HISTORY - CO-SIGNER

30 Day Report: \_\_\_\_\_  
 120 Day Report: \_\_\_\_\_

## LENDER/SERVICER INFORMATION

CITIBANK USA, N. A., P.O. Box 6095, Sioux Falls, SD 57117

CITIBANK

YINGLING JR. JOHN P  
862 WEST LOCUST ST  
CLEARFIELD PA, 16830

Date 08/19/2000  
Account Number 211-60-3808 23

Disclosure

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled
8.71%	28,247.04	\$6,100.00	\$8,347.04

Repayment Schedule:	Number of Payments	Amount of Payments	When payments are due:
	144	\$64.81	On the 8th day of each month beginning on 12/08/2003

**Variable Rate:** Your rate of interest may increase during the term of this transaction if the index used by Citibank (New York State) increases. Your rate of interest may change on the first (1st) day of January, April, July, or October of each year ("Change Dates") until your loan is repaid. There is no limit on the amount which your rate of interest may increase during any period. Any increase in the rate of interest will take the form of an increase in the number of payments, higher monthly payments or both. Any increase in the number of payments to repay the loan will never exceed the maximum outlined in your promissory note. As an example of a rate increase, if your loan had a principal balance of \$10,000 at the prior owner's Change Date (where the interest rate became 8.50% and there were 111 payments remaining), and that rate then increased by 0.50% to 10.0% (due to an increase in the index at the following Change Date), your regular monthly payment would increase from \$135.73 to \$138.16 per month, an increase of \$2.43. For this example, the number of payments does not increase.

**Late Charge:** If, during your repayment period, any portion of your monthly payment remains unpaid for a period of more than 10 days after the due date, you may be charged a late payment charge equal to the lesser of 5% of your payment amount or \$5.00, but never more than the maximum allowed by law.

**Security Interests:** You are giving Citibank (New York State) a security interest in all refunds of the proceeds (disbursements) of this loan given to you by your educational institution or any other party. Collateral securing other loans held by Citibank (New York State), except those securing your principal dwelling, may also secure this loan.

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

See your contract documents for additional information about non-payment, default, any required repayment in full before the scheduled date, prepayment refunds, any security interests and penalties.

\* means an estimate

Itemization of Amount Financed of:	\$4,100.00
80.00	Amount given to you directly
50.00	Amount paid on your account
34,100.00	Amount paid to others on your behalf
50.00	Prepaid Finance Charge

AL7004-98132

## TRANSFER OF OWNERSHIP

This Transfer of Ownership between The Student Loan Corporation and Guaranty National Insurance Company and/or Globe Indemnity for the Borrower and loan(s) listed below:

Borrower Name: John P Yingling Jr      SSN: 211-60-3806

LOAN NUMBER	CURRENT PRINCIPAL BALANCE	INTEREST BALANCE
211-60-3806 / 23	\$5,077.39	\$133.03

The Student Loan Corporation hereby transfers ownership to Guaranty National Insurance Company and/or Globe Indemnity all of its rights, title and interest in and to the defaulted CitiAssist Loan Borrower loan(s) indicated above which will be delivered to Guaranty National Insurance Company and/or Globe Indemnity in exchange for payment of the claim(s) made by The Student Loan Corporation pursuant to the CitiAssist Loan Program Manual. The transfer of the above captioned defaulted CitiAssist Loan Borrower loan(s) shall be complete upon the delivery of the original loan document(s) to Guaranty National Insurance Company and/or Globe Indemnity and upon receipt of the claim payment(s) by The Student Loan Corporation Claims Unit.

The Student Loan Corporation and CitiAssist further transfers all of its rights, title and interest in and to any cause of action against original obligor of the loan(s) consisting of the unpaid balance, interest, cost and attorney fees, upon receipt of claim payment(s). The Student Loan Corporation and CitiAssist disclaims any and all liability with regard to the defaulted CitiAssist Loan Borrower loan(s) as a result of any action, inaction or occurrence taken after the point of transfer.

Dated this 2 Day of June, 2005

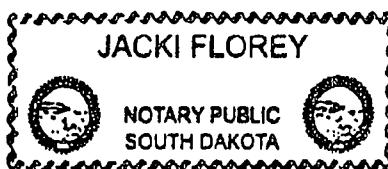
By The Student Loan Corporation

Jacki Florey  
Coordinator Signature

Sworn to before me this 2 day of June, 2005

Jacki Florey  
Notary Public

My Commission Expires





[www.rayvisionalliance-usa.com](http://www.rayvisionalliance-usa.com)

Run-off Division  
9 Farm Springs Road  
Farmington CT 06032  
PO Box 990039  
Hartford CT 06199-0039

Phone  
860 674-6600  
800 243-7060  
Fax  
860 674-6797

119082

June 22, 2005

Stawiarski & Associates, P.C.  
Attn.: Brian Skidmore  
6560 S. Greenwood Plaza Blvd; Suite 350  
Englewood, CO 80111

RE: TUITIONGard™ Claim, ASSIGNMENT for COLLECTION

Our Claim #: 55-516579-C DPL CERT #: 02-013N3-00-26331

Debtor: YINGLING, Jr., John P. SSN: 211-60-3806 (23)  
Co-Signer: NONE SSN:  
Claim Type: Default

Dear Brian:

Enclosed is our original signed and notarized Assignment for Collection to Mountain Peaks Financial Services, Inc.

Should you require additional information, please feel free to contact me.

Sincerely,  
Guaranty National Insurance Company

Doreen P. Legaspi

Doreen P. Legaspi  
Claim Representative  
1-800-243-7060 ext. 6709

## Enclosures

STAWIARSKI & ASSOCIATES, P.C.  
JUN 27 2005  
RECEIVED

ASSIGNMENT FOR COLLECTION FORM

This assignment is between Mountain Peaks Financial Services, Inc. ("Assignee") and Guaranty National Insurance Company ("Assignor").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee all of its rights, title and interest in and to all delinquent loans and accounts which will be delivered to the Assignee for the purpose of collection. The Assignment of each individual loan or account shall be complete upon the delivery of said loan or account to the Assignee.

Assignor further assigns all of its rights, title and interest in and to any cause of action against original obligor of the loan or account consisting of the unpaid balance, interest, cost and attorney's fees.

Assignee shall be entitled to settle, compromise, initiate legal action and reassign said loans or accounts and to release in full or in part the liability thereunder. Any amounts collected on such loans or accounts shall be distributed by the Assignee in accordance with the applicable provisions of the Collection Agreement entered into between the Assignor and Codilis & Stawiarski, P.C. located at 6560 South Greenwood Plaza Boulevard (Suite 350); Englewood, CO 80111.

THIS ASSIGNMENT IS MADE WITHOUT RE COURSE.

Dated this 22nd day of June, 2005

BY: Doreen P. Legaspi Doreen P. Legaspi; Claim Representative  
FOR: Guaranty National Insurance Company

STATE OF Connecticut

COUNTY OF Hartford

The forgoing Assignment was acknowledged before me this 22nd day of June, 2005

My commission expires: 31 January, 2010

Betty-Jean Frazier  
NOTARY PUBLIC Betty-Jean Frazier

NOTARY SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103807  
NO: 08-317-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MOUNTAIN PEAKS FINANCIAL SERVICES, INC.  
VS.  
DEFENDANT: JOHN P. YINGLING JR.

**SHERIFF RETURN**

NOW, February 29, 2008 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON JOHN P. YINGLING JR. DEFENDANT AT 802 WEST LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBORAH YINGLING, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
03/10/08  
JUN 18 2008  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FLAHERTY	12013	10.00
SHERIFF HAWKINS	FLAHERTY	12013	20.00

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT**

Defendant.

Filed on Behalf of Plaintiff:  
MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.

Counsel of Record for this Party:

Noah Paul Fardo  
Pa. I.D. # 83848

Shawn T. Flaherty  
PA I.D. #43697

FLAHERTY FARDO, LLC  
Firm # 527  
5541 Walnut Street  
Pittsburgh, PA 15232

Telephone No.: 412-802-6666  
Facsimile No.: 412-802-6667

FILED pd \$10.00  
m 10:48 am Notice to doct  
JUL 03 2008 Statement to Atty  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT**

Defendant.

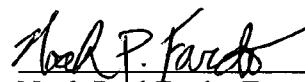
**PRAECIPE TO ENTER JUDGMENT**

To the Prothonotary:

You are hereby directed to enter judgment in favor of the above named Plaintiff and against the above named Defendant, John P. Yingling, Jr., in the principal sum of \$5,630.10.

Respectfully submitted,

FLAHERTY FARDO, LLC

  
\_\_\_\_\_  
Noah Paul Fardo, Esquire  
Attorney for Plaintiff  
Pa. I.D. 83848

Date: July 1, 2008

I hereby certify that the place of business of the Plaintiff is:

Mountain Peaks Financial Services, Inc.  
6560 Greenwood Plaza Blvd, Suit 350  
Englewood, CO 80111

And that the last known residence of the Defendant is:

John P. Yingling, Jr.  
802 W. Locust  
Clearfield, PA 16830

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT**

Defendant.

**NOTICE OF ORDER, JUDGMENT OR DECREE**

( ) Defendant      You are hereby notified that JUDGMENT has been entered against  
( ) Plaintiff      you on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 in the above case.  
( ) Judgment in the amount of \$ \_\_\_\_\_, plus costs.  
( ) Decree in Divorce  
( ) Decree Nisi in Equity  
( ) Final Decree in Equity  
( ) Justice of the Peace Transcript of Judgment in Trespass in the amount of  
  \$ \_\_\_\_\_, plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be  
  suspended by the Department of Transportation, bureau of Traffic Safety, Harrisburg, PA.  
( ) Entry of Judgment of ( ) Non-Suit or  
                          ( ) Non-Pros  
                          ( ) Default  
                          ( ) Verdict  
                          ( ) Arbitration Award  
( ) Justice of the Peace Transcript in Assumpsit in the amount of \$ \_\_\_\_\_, Plus Costs.

Prothonotary

---

Deputy

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE TO ENTER DEFAULT  
JUDGMENT**

Defendant.

**CERTIFICATE OF SERVICE**

I, Noah Paul Fardo, Esquire, hereby certify that I served a true and correct copy of Plaintiff's Praecipe to Enter Default Judgment, on this 1st day of July, 2008, via United States First Class Mail, postage prepaid, upon the following defendant:

John P. Yingling, Jr.  
802 W. Locust  
Clearfield, PA 16830

  
\_\_\_\_\_  
NOAH PAUL FARDO, Esq.  
Attorney for Plaintiff

 **FILE**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,**

**Civil Division**

Plaintiff,

**No. 08-317-CD**

Vs.

Code No.

**JOHN P. YINGLING, JR.,**

**10-DAY NOTICE OF INTENTION TO  
FILE DEFAULT JUDGMENT**

Defendant.

Filed on Behalf of Plaintiff:  
**MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.**

Counsel of Record for this Party:

Noah Paul Fardo  
Pa. I.D. # 83848

Shawn T. Flaherty  
PA I.D. #43697

**FLAHERTY FARDO, LLC**  
Firm # 527  
5541 Walnut Street  
Pittsburgh, PA 15232

Telephone No.: 412-802-6666  
Facsimile No.: 412-802-6667

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**10-DAY NOTICE OF INTENTION TO  
FILE DEFAULT JUDGMENT**

Defendant.

To: John Yingling, Jr.  
802 West Locust Street  
Clearfield, PA 16830

**DATE:** June 20, 2008

**IMPORTANT NOTICE**

YOU ARE IN **DEFAULT** BECAUSE YOU HAVE FAILED TO FILE A REPLY IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY THEREBY LOSE PROPERTY OR OTHER IMPORTANT RIGHTS.

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

LAWYER REFERRAL SERVICE  
ALLEGHENY COUNTY BAR ASSOCIATION  
920 CITY-COUNTY BUILDING  
PITTSBURGH, PA 15219  
(412) 261-0518

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff, No. 08-317-CD

Vs. Code No.

JOHN P. YINGLING, JR.,

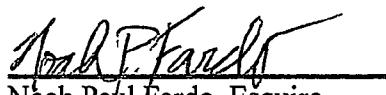
**10-DAY NOTICE OF INTENTION TO  
FILE DEFAULT JUDGMENT**

Defendant.

**CERTIFICATE OF SERVICE**

I, Noah Paul Fardo, Esquire, hereby certify that I served a true and correct copy of Plaintiffs' **10 - Day Notice of Intention to File Default Judgment**, on this 20th day of June, 2008, via United States First Class Mail, postage prepaid, upon the following Defendant:

John Yingling, Jr.  
802 West Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Noah Paul Fardo, Esquire  
Pa. I.D. 83848

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

COPY

Mountain Peaks Financial Services, Inc.

Vs.

No. 2008-00317-CD

John P. Yingling Jr.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$5,630.10 on July 3, 2008.

William A. Shaw

Prothonotary

William A. Shaw

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

**COPY**

Mountain Peaks Financial Services, Inc.  
Plaintiff(s)

No.: 2008-00317-CD

Real Debt: \$5,630.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John P. Yingling Jr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 3, 2008

Expires: July 3, 2013

Certified from the record this July 3, 2008



*LM*

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,**

**Civil Division**

**Plaintiff,**

**No. 08-317-CD**

**Vs.**

**Code No.**

**JOHN P. YINGLING, JR.,**

**PRAECEIPE FOR WRIT OF  
EXECUTION**

**Defendant.**

**Filed on Behalf of Plaintiff:  
MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.**

**Counsel of Record for this Party:**

**Noah Paul Fardo  
Pa. I.D. # 83848**

**Shawn T. Flaherty  
PA I.D. #43697**

**FLAHERTY FARDO, LLC  
Firm # 527  
5541 Walnut Street  
Pittsburgh, PA 15232**

**Telephone No.: 412-802-6666  
Facsimile No.: 412-802-6667**

**FILED**  
m10:48 AM  
JUL 28 2008 ICC 6 units  
to Sheriff

*W.A. Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff, No. 08-317-CD

Vs. Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE FOR WRIT OF  
EXECUTION**

Defendant.

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter,

- (1) Directed to the Sheriff of **CLEARFIELD** County;
- (2) Against John P. Yingling, Jr.;
- (3) At the address 802 W. Locust, Clearfield, PA 16830.
- (4) Amount due: \$5,630.10

Interest \$

(costs to be added) \$ 135.00 **Prothonotary costs**

---

(5) Total \$

Respectfully Submitted,  
FLAHERTY FARDO, LLC

  
Noah Paul Faro

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff, No. 08-317-CD

Vs. Code No.

JOHN P. YINGLING, JR.,

**PRAECLYPE FOR WRIT OF  
EXECUTION**

Defendant.

**CERTIFICATE OF SERVICE**

I, Noah Paul Fardo, Esquire, hereby certify that I served a true and correct copy of the foregoing **Praeclype for Writ of Execution**, on this 25<sup>th</sup> day of July, 2008 via United States First Class Mail, postage prepaid, upon the following:

John P. Yingling, Jr.  
802 W. Locust  
Clearfield, PA 16830

BY:

Noah P. Fardo  
Noah Paul Fardo

# Commonwealth of Pennsylvania County of Clearfield

**COPY**

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant.

## WRIT OF EXECUTION

To the SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interests and costs against:

John P. Yingling, Jr., Defendant

(1) You are directed to levy upon the property of the Defendant and to sell Defendant's interest therein:

a. John P. Yingling, Jr. → 802 W. Locust, Clearfield, PA 16830

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of \_\_\_\_\_ as garnishee(s) and to notify the garnishee(s) that

a. An attachment has been issued

b. The garnishee(s) is (are) enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendant(s) or otherwise disposing thereof.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have) been added as garnishee(s) and is (are) enjoined as above stated.

AMOUNT DUE: \$5,630.10

INTEREST from : \$

Costs to be added  
by *Prothonotary* \$ 135.00 **Prothonotary costs**

Prothonotary

*Will Chang 7/28/08*  
Clerk

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

# Commonwealth of Pennsylvania

## County of Clearfield

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant.

### WRIT OF EXECUTION

Real Debt: \$5,630.10

Interest from \$

Costs Paid: \$

*Prothonotary:* \$ 135.00

*Sheriff:* \$

*Statutory:* \$

Costs due Prothonotary: \$

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECIPE TO REISSUE WRIT OF  
EXECUTION**

Defendant,

Vs.

County National Bank,

Garnishee.

Filed on Behalf of Plaintiff:  
MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.

Counsel of Record for this Party:

Noah Paul Fardo  
Pa. I.D. # 83848

Shawn T. Flaherty  
PA I.D. #43697

FLAHERTY FARDO, LLC  
Firm # 527  
5541 Walnut Street  
Pittsburgh, PA 15232

Telephone No.: 412-802-6666  
Facsimile No.: 412-802-6667

**FILED** Atty pd.  
11.5.09 7.00  
OCT 05 2009 100 sealed wats  
S William A. Shaw to Sheriff  
Prothonotary/Clerk of Courts  
(64)

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,**

## Civil Division

Plaintiff, No. 08-317-CD

VS. Code No. \_\_\_\_\_

JOHN P. YINGLING, JR.,

## **PRAEPIPE TO REISSUE WRIT OF EXECUTION**

**Defendant,**

Ys.

## COUNTY NATIONAL BANK,

## Garnishee.

## **PRAECIPE TO REISSUE WRIT OF EXECUTION**

### To the Prothonotary:

Kindly issue a Writ of Execution in the above matter,

Respectfully Submitted,

**FLAHERTY FARDO, LLC**

W. J. and B. J. C.

Noah Paul Fardo

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Civil Division

Plaintiff,

No. 08-317-CD

Vs.

Code No.

JOHN P. YINGLING, JR.,

**PRAECLPTE TO REISSUE WRIT OF  
EXECUTION**

Defendant,

Vs.

COUNTY NATIONAL BANK,

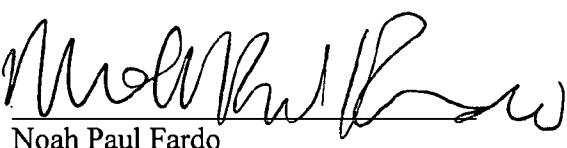
Garnishee.

**CERTIFICATE OF SERVICE**

I, Noah Paul Fardo, Esquire, hereby certify that I served a true and correct copy of the foregoing **Praeclpte to Reissue Writ of Execution**, on this 2nd day of October 2009 via United States First Class Mail, postage prepaid, upon the following:

John P. Yingling, Jr.  
802 W. Locust  
Clearfield, PA 16830

BY:

  
Noah Paul Fardo

Commonwealth of Pennsylvania  
County of Clearfield

COPY

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

**WRIT OF EXECUTION**

To the SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interests and costs against:

John P. Yingling, Jr., Defendant

(1) You are directed to levy upon the property of the Defendant and to sell Defendant's interest therein:

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of County National Bank as garnishee(s) and to notify the garnishee(s) that

a. An attachment has been issued

b. The garnishee(s) is (are) enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendant(s) or otherwise disposing thereof.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have) been added as garnishee(s) and is (are) enjoined as above stated.

AMOUNT DUE:

\$3,130.10  
140.00 Prothonotary costs

INTEREST from :

\$

Costs to be added  
by Prothonotary

\$ \_\_\_\_\_

Prothonotary

Clerk

Date 10/5/09

**Commonwealth of Pennsylvania  
County of Clearfield**

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

**WRIT OF EXECUTION**

Real Debt: \$3,130.10

Interest from \$

Costs Paid: \$

*Prothonotary:* \$ 142.00

*Sheriff:* \$

*Statutory:* \$

Costs due Prothonotary: \$

Noah Paul Fardo, Esq.  
Attorney for Plaintiff  
5541 Walnut Street  
Pittsburgh, PA 15232  
412-802-6666

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

FILED

RECD M 10 30 01  
NOV 8 2 2009

No CC  
William A. Shaw  
Prothonotary/Clerk of Courts

MOUNTAIN PEAKS FINANCIAL :  
SERVICES, INC., :  
Plaintiff : No. 08-317-  
vs. :  
: :  
JOHN P. YINGLING, JR., :  
Defendant :  
and :  
: :  
CNB Bank, formerly :  
County National Bank, :  
Garnishee :  
:

**GARNISHEE CNB BANK' S CERTIFICATE OF SERVICE**

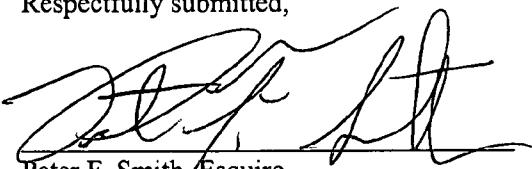
I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendants by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL  
Noah Paul Fardo, Esquire  
5541 Walnut Street  
Pittsburgh, PA 15232

U.S. FIRST CLASS MAIL &  
CERTIFIED MAIL  
John P. Yingling, Jr.  
108 W. 7<sup>th</sup> Avenue  
Clearfield, PA 16830

Date: 10/29/09

Respectfully submitted,

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

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

S FILED NO  
10/30/01  
NOV 02 2009  
Bx William A. Shaw  
Prothonotary/Clerk of Courts

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.,

Plaintiff : No. 08-317-

vs.

JOHN P. YINGLING, JR.,

Defendant :

and

CNB Bank, formerly  
County National Bank,

Garnishee :

**GARNISHEE'S ANSWERS TO INTERROGATORIES**

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

1. Yes.

2. Account 1

- a. John P. Yingling, Jr.
- b. The balance in this account at the date and time the Writ of Execution was served on CNB, was \$92.30.
- c. John P. Yingling, Jr., with address of 108 w 7<sup>th</sup> Avenue, Clearfield, PA 16830.
- d. This account was opened on April 23, 2002.
- e. Withdrawal on October 22, 2009 in the amount of \$16.50.
- f. Checking Account Number 1652296.

Account 2

- a. John P. Yingling and John P. Yingling, Jr.
- b. The balance in this account at the date and time the Writ of Execution was served on CNB was \$1,877.92, before CNB'S \$160 fee for responding to this garnishment.
- c. John P. Yingling, with address of 807 W. Locust Street, Clearfield, PA 16830 and John P. Yingling, Jr., with address of 108 w 7<sup>th</sup> Avenue, Clearfield, PA 16830.
- d. This account was opened on December 3, 2004.
- e. Withdrawal on October 12, 2009 in the amount of \$70.00.
- f. Checking Account number 2229284.

Account 3

- a. John P. Yingling, Jr.
- b. The balance in this account at the date and time the Writ of Execution was served on CNB was \$91.13.
- c. John P. Yingling, Jr., with address of 108 W 7<sup>th</sup> Avenue, Clearfield, PA 16830.
- d. This account was opened on March 14, 200 7.
- e. Withdrawal on October 22, 2009 in the amount of \$234.00.
- f. Checking Account Number 2392314.

Account 4

- a. John P. Yingling, Jr.
- b. The balance in this account at the date and time the Writ of Execution was served on CNB was \$76.14.
- c. John P. Yingling, Jr., with address of 108 W. 7<sup>th</sup> Avenue, Clearfield, PA 16830.
- d. This account was opened on March 10, 200 5.
- e. Withdrawal on October 22, 2009 in the amount of \$40.00.
- f. Savings Account Number 3818101.

3. No.

4. N/A

5. No.

6. N/A

7. No.

8. N/A

9. No.

10. N/A

11. No.

12. N/A

13. No.

14. N/A

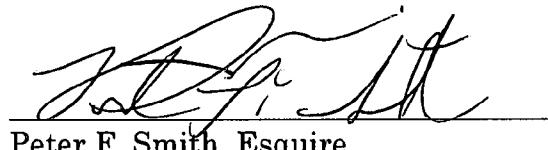
15. No.

16. N/A

17. No.

18. N/A

Date: 10/22/09



Peter F. Smith, Esquire  
Attorney for the Garnishee  
Attorney I.D. # 34291  
30 South Second Street  
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: 10-28-09

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

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

MOUNTAIN PEAKS FINANCIAL  
SERVICES, INC.

Plaintiff

vs.

JOHN P. YINGLING, JR.  
Defendant

vs.

COUNTY NATIONAL BANK  
Garnishee

\* CIVIL ACTION  
\*  
\* NO.: 08-317-CD  
\*  
\* PETITION FOR INTERVENTION  
\*  
\*  
\* FILED ON BEHALF OF:  
\* JOHN P. YINGLING  
\*  
\* RICHARD A. IRELAND, ESQ.  
\* PA I.D.# 42556  
\* P.O. BOX 924  
\* CLEARFIELD, PA 16830  
\* (814) 765-5605

5  
FILED 4CC A/W  
019:16cm Ireland  
NOV 03 2009  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MOUNTAIN PEAKS FINANCIAL SERVICES, INC.	*	CIVIL ACTION
Plaintiff	*	NO.: 08-317-CD
	*	PETITION FOR INTERVENTION
vs.	*	
JOHN P. YINGLING, JR.	*	FILED ON BEHALF OF:
Defendant	*	JOHN P. YINGLING
vs.	*	RICHARD A. IRELAND, ESQ.
COUNTY NATIONAL BANK	*	PA I.D.# 42556
Garnishee	*	P.O. BOX 924
	*	CLEARFIELD, PA 16830
	*	(814) 765-5605

PETITION FOR INTERVENTION

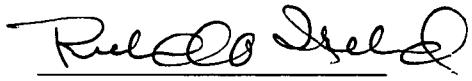
John P. Yingling by his undersigned Attorney, respectfully petitions this court for leave to intervene in this action pursuant to Pa. R.C.P. 2327(2)(4), for the following reasons:

1. Petitioner is an individual residing at 802 W. Locust Street, Clearfield, Pennsylvania.
2. Petitioner is not a party in this action.
3. Judgment was entered in this action, in favor of plaintiff, Mountain Peaks Financial Services, Inc., and against defendant, John P. Yingling, Jr..
4. On or about October 5, 2009, a "Writ of Execution" was filed by Plaintiff directing the Sheriff of Clearfield County to attach "property of the Defendants not levied upon in the possession of County National Bank as garnishee ..." (attached "A").
5. On or about October 23, 2009 the Sheriff notified County National Bank of said Writ of Execution/Attachment mentioned in paragraph 4 above.
6. On October 23, 2009 County National Bank by letter notified the Defendant John P. Yingling, Jr. of said Writ of Execution/Attachment which included notice of the freeze of "Account 2229284 listed in the names of John P. Yingling and John P. Yingling, Jr. with a current balance of \$1,877.92." (Attached "B")
7. If Petitioner is permitted to intervene, he will assert the defense that he is the sole owner of property which Plaintiff has attached because said account # 2229284 at County National Bank holds funds which are rents already accrued and paid to him for home rental by direct payroll deductions and of which the Defendant John P. Yingling, Jr. holds no ownership interest.
8. Petitioner has not delayed unduly in filing his petition for intervention, inasmuch as he became aware of said Execution/Attachment sometime after the October 23, 2009 notification by County National Bank. (See "B")

9. The allowance of intervention will not unduly delay, embarrass, or prejudice the adjudication of the rights of the parties.
10. If the petitioner is not allowed to intervene, the determination of this action may lead to the loss of his property for the judgment of another.

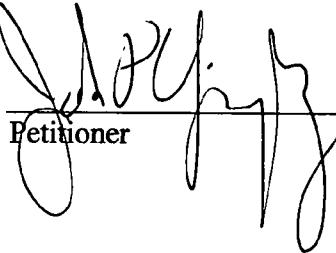
WHEREFORE, petitioner respectfully requests that this Court grant an order allowing petitioner to intervene in the above captioned action pursuant to PA Rules of Civil Procedure 2326 et seq., and that this Court stay all proceedings pending entry of this order and determination of these matters.

Date: 11.3.09

  
Richard A. Ireland  
Attorney for petitioner

I verify that the statements made in this Petition for Intervention are true and correct. I understand that false statements made here are subject to the penalties of 13 Pa C.S. §4904 relating to unsworn falsification to authorities.

Date: 11.3.09

  
Petitioner

Commonwealth of Pennsylvania  
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

**WRIT OF EXECUTION**

To the SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interests and costs against:

John P. Yingling, Jr., Defendant

(1) You are directed to levy upon the property of the Defendant and to sell Defendant's interest therein:

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of

County National Bank as garnishee(s) and to notify the garnishee(s) that

a. An attachment has been issued

b. The garnishee(s) is (are) enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendant(s) or otherwise disposing thereof.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have) been added as garnishee(s) and is (are) enjoined as above stated.

AMOUNT DUE: \$3,130.10

142.00 Prothonotary costs

INTEREST from : \$

Costs to be added \$ \_\_\_\_\_  
by Prothonotary Received this writ this 5th day

of October A.D. 2009  
At 3:00 A.M./P.M.

Prothonotary

*Willie L. Gray Jr.*

Clerk

Date 10/5/09

Chester A. Henshaw  
Sheriff by Matthew Butler-Auerbach

"A"

October 23, 2009

JOHN P YINGLING JR  
108 W 7TH AVE  
CLEARFIELD PA 16830-1627

RE: Mountain Peaks Financial Services, Inc

vs

John P Yingling Jr

Dear Mr. Yingling:

I regret to inform you that CNB Bank was served with a Writ of Execution for John P Yingling Jr. A copy is enclosed.

It has been issued because there is a judgment against all of your accounts. We are required to place a hold on all of the account until they are released by Court Order.

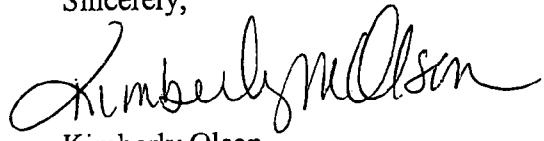
I placed a hold to freeze account 1652296 listed in the name of John P Yingling Jr with a current balance of \$108.80; account 2229284 listed in the names of John P Yingling and John P Yingling Jr with a current balance of \$1,877.92; account 2392314 listed in the name of John P Yingling Jr with a current balance of \$91.13; and account 3818101 listed in the name of John P Yingling Jr with a current balance of \$76.14.

In addition to the judgment, CNB Bank imposes a fee of \$160.00 to process the Writ of Execution.

Any checks written on the checking account will be returned with the notice "Refer to Maker". You will not incur any overdraft charges while the hold is on the account.

If you have any questions or if I can be of assistance, please feel free to contact me.

Sincerely,



Kimberly Olson  
Records and Research

Enclosure

"B"

## *NOTICE*

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before HEARING DATE TO BE SET, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the petitioner or movant. You may lose rights important to you.

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

**COURT ADMINISTRATOR**  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

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

MOUNTAIN PEAKS FINANCIAL SERVICES, INC.	*	CIVIL ACTION
	*	
Plaintiff	*	NO.: 08-317-CD
	*	
	*	PETITION FOR INTERVENTION
	*	
vs.	*	
	*	
JOHN P. YINGLING, JR.	*	FILED ON BEHALF OF:
Defendant	*	JOHN P. YINGLING
	*	
vs.	*	
	*	
COUNTY NATIONAL BANK	*	RICHARD A. IRELAND, ESQ.
Garnishee	*	PA I.D.# 42556
	*	P.O. BOX 924
	*	CLEARFIELD, PA 16830
	*	(814) 765-5605

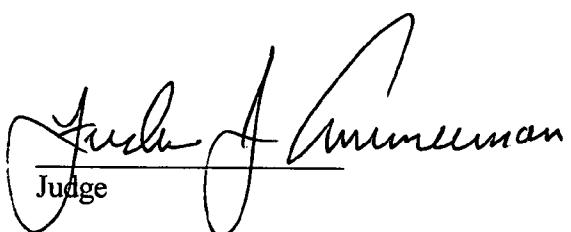
RULE TO SHOW CAUSE

S  
FILED 4CC 444  
09/16/2009 Tr. Leans  
NOV 03 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

AND NOW, this 3<sup>rd</sup> day of November 2009, upon consideration of the foregoing "Petition for Intervention", it is hereby ordered that:

- (1) a rule is issued upon the Plaintiff/Respondent (Mountain Peaks Financial Services Inc.) to show cause why the Petitioner is not entitled to the relief requested;
- (2) Argument shall be held as scheduled by the Clearfield County Court Administrator under separate Order of this Court;
- (3) Notice of the entry of this Order shall be provided to all parties by the Petitioner;
- (4) All proceeding related to the Writ of Execution/Attachment in the above captioned action are hereby stayed pending the resolution of the foregoing Petition for Intervention and resolution of the Petitioner's claim as to County National Bank account # 2229284.

By the Court:

  
\_\_\_\_\_  
Judge

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

MOUNTAIN PEAKS FINANCIAL SERVICES, INC.	*	CIVIL ACTION
Plaintiff	*	NO.: 08-317-CD
	*	
	*	
	*	
	*	
vs.	*	PETITION FOR INTERVENTION
	*	CERTIFICATE OF SERVICE
JOHN P. YINGLING, JR.	*	
Defendant	*	FILED ON BEHALF OF:
	*	JOHN P. YINGLING
vs.	*	
COUNTY NATIONAL BANK	*	RICHARD A. IRELAND, ESQ.
Garnishee	*	PA I.D.# 42556
	*	P.O. BOX 924
	*	CLEARFIELD, PA 16830
	*	(814) 765-5605

5  
b6 b7c  
FILED 01/30/2009 NO  
NOV 06 2009 cc  
by  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MOUNTAIN PEAKS FINANCIAL SERVICES, INC.	*	CIVIL ACTION
	*	
Plaintiff	*	NO.: 08-317-CD
	*	
	*	PETITION FOR INTERVENTION
	*	
vs.	*	
	*	
JOHN P. YINGLING, JR.	*	FILED ON BEHALF OF
Defendant	*	JOHN P. YINGLING
	*	
vs.	*	RICHARD A. IRELAND, ESQ.
	*	PA I.D.# 42556
COUNTY NATIONAL BANK	*	P.O. BOX 924
Garnishee	*	CLEARFIELD, PA 16830
	*	(814) 765-5605

CERTIFICATE OF SERVICE

I, Richard A. Ireland, Esquire, hereby certify that on November 5, 2009 I served a copy of Petition for Intervention in the above captioned matter by Certified Mail to Plaintiff's Counsel, Noah Paul Fardo, Esquire, Flaherty Fardo, LLC at 5541 Walnut Street, Pittsburgh, PA 15232.

I further certify that the Court of Common Pleas Order scheduling argument on Petition for Intervention in the above captioned matter was mailed to Plaintiff's Counsel, Noah Paul Fardo, Esquire, at 5541 Walnut Street, Pittsburgh, PA 15232, by certified mail on November 5, 2009.

BY

  
Richard A. Ireland, Esquire  
Supreme Court I.D. # 42556  
P.O. Box 924  
Clearfield, PA 16830  
(814) 765-5605

FILED

010156a/BD  
DEC 11 2009

4  
William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty's  
Fardo  
Ireland  
CNB Bank

CC.J. Yingling, Jr.  
802 W. Locust St.  
Clearfield, PA  
16830

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

MOUNTAIN PEAKS FINANCIAL )  
SERVICES, INC. )  
VS. ) NO. 08-317-CD  
JOHN P. YINGLING, JR. )  
COUNTY NATIONAL BANK )

O R D E R

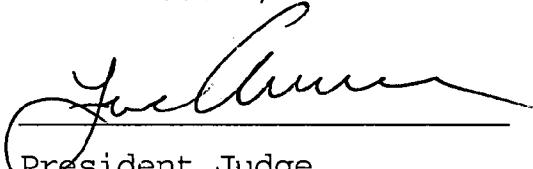
NOW this 7th day of December, 2009, following the taking of testimony relative the Petition for Intervention filed on behalf of John P. Yingling, Sr., on November 3, 2009; in consideration of same, it is the ORDER of this Court as follows:

1. It is the ORDER of this Court that John P. Yingling, Sr., be and is hereby permitted to intervene in the above-captioned matter;
2. As the testimony has shown that the account no. 2229284 held by County National Bank in the name of John P. Yingling, Jr.; is the sole and exclusive property of John P. Yingling, Sr., it is the ORDER of this Court that the execution proceedings on said account be and are hereby

vacated;

3. John P. Yingling, Sr., shall continue to have full legal access to the said account.

BY THE COURT,



Jack L. Ammer  
President Judge

卷之三

DEC 11 2009

William A. Stray  
Prothonotary/Clerk of Courts

DATE: 12/11/09

DAT

E. 16

You are responsible

18

FOR SETTING AN APPROPRIATE

10

wine parties!

tee has provided service to  
the Plaintiff(s) Attorney =

४८८

三

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20813  
NO: 08-317-CD

PLAINTIFF: MOUNTAIN PEAKS FINANCIAL SERVICES, INC.

vs.

DEFENDANT: JOHN P. YINGLING, JR.

Execution PERSONAL PROPERTY

**FILED**

FEB 25 2010  
07:14:51  
William A. Shaw  
Prothonotary/Clerk of Courts  


**SHERIFF RETURN**

DATE RECEIVED WRIT: 7/28/2008

LEVY TAKEN 9/25/2008 @ 1:45 PM

POSTED 10/30/2008 @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/25/2010

DATE DEED FILED NOT SOLD

PROPERTY ADDRESS 802 W. LOCUST STREET CLEARFIELD, PA 16830

**SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

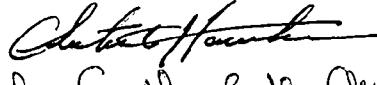
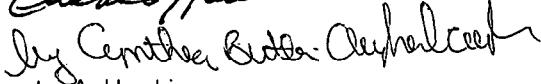
SHERIFF HAWKINS \$113.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2010

  
by   
Chester A. Hawkins  
Sheriff

MOUNTAIN PEAKS FINANCIAL SERVICES, INC.

vs

JOHN P. YINGLING, JR.

---

1 10/1/2008 @ 11:50 AM SERVED JOHN P. YINGLING, JR.

SERVED JOHN P. YINGLING, JR, DEFENDANT, AT CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN P. YINGLING, JR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

@ SERVED

NOW, DECEMBER 31, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JANUARY 2, 2009 FOR 60 DAYS.

---

@ SERVED JOHN P YINGLING, JR.

A NEW SALE DATE WAS SET FOR MARCH 13, 2009.

---

@ SERVED JOHN P YINGLING, JR.

DEPUTIES UNABLE TO SERVE JOHN P. YINGLING, JR. AT 108 WEST 7TH STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA WITH NOTICE OF SALE.

---

@ SERVED

NOW, MARCH 11, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 13, 2009 THEY ARE ATTEMPTING TO RESOLVE THE MATTER.

---

**Commonwealth of Pennsylvania  
County of Clearfield**

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant.

**WRIT OF EXECUTION**

To the SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interests and costs against:

John P. Yingling, Jr., Defendant

(1) You are directed to levy upon the property of the Defendant and to sell Defendant's interest therein:

a. John P. Yingling, Jr. → 802 W. Locust, Clearfield, PA 16830

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of \_\_\_\_\_ as garnishee(s) and to notify the garnishee(s) that

a. An attachment has been issued

b. The garnishee(s) is (are) enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendant(s) or otherwise disposing thereof.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have) been added as garnishee(s) and is (are) enjoined as above stated.

AMOUNT DUE: \$5,630.10

INTEREST from : \$

Costs to be added  
by Prothonotary \$ 135.00 Prothonotary costs  
Prothonotary

*Willie Chang 7/28/08*  
Clerk

If Social Security or Supplemental Income Funds are directly deposited into a account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

Commonwealth of Pennsylvania  
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant.

WRIT OF EXECUTION

Real Debt: \$5,630.10

Interest from \$

Costs Paid: \$

*Prothonotary:* \$ 135.00

*Sheriff:* \$

*Statutory:* \$

Costs due Prothonotary: \$

Received this writ this 28<sup>th</sup> day  
of July A.D. 2008  
At 1:00 A.M./P.M.

Clinton A. Hawley  
Sheriff by Cynthia Butler-Aufhonauf

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN P. YINGLING, JR.

NO. 08-317-CD

NOW, February 24, 2010, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of John P. Yingling, Jr. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00	DEBT-AMOUNT DUE	5,630.10
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	2.00	FROM TO	
LEVY	15.00		
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	9.00	LATE CHARGES AND FEES	
HANDBILLS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.68	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	20.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	6.00	MISCELLANEOUS	
ADD'L LEVY			
BID/ SETTLEMENT AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,898.78</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$113.68</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	113.68
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	135.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$248.68</b>
		<b>TOTAL COSTS</b>	<b>\$5,898.78</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**FLAHERTY FARDO, LLC**  
Attorneys at Law

Fax # 814 765 5915

12/31/08

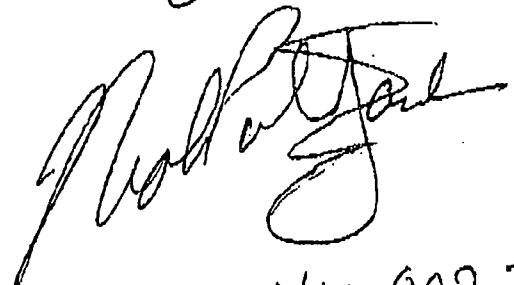
ATTN CINDY

Defendy Yingling JR.

Please continue sale scheduled

for 1/2/09 60 days

Thank You



412 802 7080

# FLAHERTY FARDO, LLC

Attorneys at Law

5541 Walnut Street • Shadyside  
Pittsburgh, PA 15232-2352

Toll free: 1.877.Pgh.firm  
[www.Pghfirm.com](http://www.Pghfirm.com)

Telephone: 412.802.6666  
Facsimile: 412.802.6667

March 11, 2009

**VIA FACSIMILE ONLY**

Clearfield County Sheriff's Office, Attn: Cindy  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

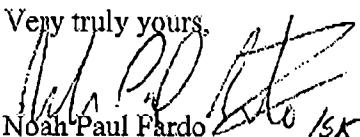
Re: Matter: John P. Yingling Sheriff's sale scheduled for Friday, March 13<sup>th</sup>, 2009  
Case No: 08-317 CD

Dear Cindy,

Pursuant to our telephone conversation this morning, we are attempting to resolve the above matter with the defendant. Accordingly, we would request that you stay the sheriff's sale scheduled for Friday, March 13, 2009 indefinitely. We will contact you and reschedule if and when necessary.

Thank you for your attention to this matter.

NPF: sk

Very truly yours,  
  
Noah Paul Faro  
direct dial: 412.802.7080  
email: [nfp@pghfirm.com](mailto:npf@pghfirm.com)  
DICTATED BUT NOT READ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21053  
NO: 08-317-CD

PLAINTIFF: MOUNTAIN PEAKS FINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: JOHN P. YINGLING, JR.

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 10/5/2009

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 5/27/2010

FILED  
010:30AM  
MAY 28 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

12/1/2009 @ 2:20 PM SERVED JOHN P. YINGLING, JR.

SERVED JOHN P. YINGLING, JR, DEFENDANT, AT HIS RESIDENCE 802 W. LOCUST STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN P. YINGLING, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION.

10/23/2009 @ 11:15 AM SERVED COUNTY NATIONAL BANK

SERVED COUNTY NATIONAL BANK, GARNISHEE, BY HANDING TO CINDY PEARCE, RECEPTIONIST FOR COUNTY NATIONAL BANK AT HER PLACE OF EMPLOYMENT COUNTY NATIONAL BANK, 1 SOUTH 2ND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE.

@ SERVED

NOW, MAY 27, 2010 RETURN WRIT AS NOTHING OF VALUE TO LEVY, TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21053  
NO: 08-317-CD

PLAINTIFF: MOUNTAIN PEAKS FINANCIAL SERVICES, INC.

vs.

DEFENDANT: JOHN P. YINGLING, JR.

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$79.76

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

  
by Cynthia Butler - Clerk/Deputy  
Chester A. Hawkins  
Sheriff

Commonwealth of Pennsylvania  
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

**WRIT OF EXECUTION**

To the SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interests and costs against:

John P. Yingling, Jr., Defendant

(1) You are directed to levy upon the property of the Defendant and to sell Defendant's interest therein:

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of  
County National Bank as garnishee(s) and to notify the garnishee(s) that

a. An attachment has been issued

b. The garnishee(s) is (are) enjoined from paying any debt to or for the account of the Defendants  
and from delivering any property of the Defendant(s) or otherwise disposing thereof.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of  
anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have)  
been added as garnishee(s) and is (are) enjoined as above stated.

AMOUNT DUE: \$3,130.10

142.00 Prothonotary costs

INTEREST from : \$

Costs to be added \$

by Prothonotary

Received this writ this 5<sup>th</sup> day  
October A.D. 2009  
3:00 A.M./P.M.

Prothonotary

*Willie L. Hayes Jr.*

Clerk

Date 10/15/09

*Chesler A. Hause*  
by Cynthia Boller-Chevalier

Commonwealth of Pennsylvania  
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Court of Common Pleas  
Civil Division

Plaintiff,

Case No.: 08-317-CD

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

WRIT OF EXECUTION

Real Debt: \$3,130.10

Interest from \$

Costs Paid: \$

*Prothonotary:* \$ 142.00

*Sheriff:* \$

*Statutory:* \$

Costs due Prothonotary: \$

Noah Paul Fardo, Esq.  
Attorney for Plaintiff  
5541 Walnut Street  
Pittsburgh, PA 15232  
412-802-6666

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN P. YINGLING, JR.

NO. 08-317-CD

NOW, May 27, 2010, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of John P. Yingling, Jr. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	3,130.10
MILEAGE	9.00	INTEREST @ %	0.00
LEVY	2.00	FROM TO	
MILEAGE POSTING	2.00	PROTH SATISFACTION	
HANDBILLS		LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	1.76	FORECLOSURE FEES	
HANDBILLS	10.00	ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	30.00
ADD'L SERVICE	9.00	SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE	8.00	PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	
BID/ SETTLEMENT AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE	9.00	TOTAL DEBT AND INTEREST	\$3,381.86
COPIES	15.00		
 BILLING/PHONE/FAX		<b>COSTS:</b>	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS	5.00	TAXES - COLLECTOR	
 <b>TOTAL SHERIFF COSTS</b>	<b>\$79.76</b>	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		 SHERIFF COSTS	79.76
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	142.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		 <b>TOTAL COSTS</b>	<b>\$221.76</b>
		 <b>TOTAL COSTS</b>	<b>\$3,381.86</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

CA

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

MOUNTAIN PEAKS FINANCIAL SERVICE, INC., \*  
Plaintiff \*

vs. \*

JOHN P. YINGLING, JR. \*  
COUNTY NATIONAL BANK \*  
Defendant \*

NO. 08-317-CD

**FILED**

ORDER

4 AUG 24 2010  
019130/6

William A. Shaw  
Prothonotary/Clerk of Courts  
CENS + ATTYS N. FEE  
P-5000  
P-5000  
DEFT + SPC

NOW, this 23<sup>rd</sup> day of August, 2010, it is the ORDER of this Court that a hearing  
on the Claim for Exemption filed by John P. Yingling, Jr. be and is hereby scheduled for  
the 23rd day of September, 2010 at 2:00 p.m. in Courtroom No. 1, Clearfield County  
Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

AUG 24 2010

William A. Shaw  
Prothonotary/Clerk of Courts

802 W. Locust St.  
Canton, PA

8-24-10  
You are responsible for serving all appropriate parties.  
 The Prothonotary's office has provided service to the following parties:  
Plaintiff(s)  Plaintiff(s) Attorney  Other  
Defendant(s)  Defendant(s) Attorney  
Special Instructions: *Richard Inclaw*  
*Peter Smyth*  
*S.H.F.*

NO: 08-317-CD

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

---

---

(      ) (2) paid 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):

MY ACCOUNTS AT COUNTY NATIONAL BANK

---

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

(c) Other (specify amount and basis for exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption  
Notice of the hearing should be given to me at the following:

Name John P Yingling Jr

Address ██████████ St. Clearfield PA 16830

Telephone # 108 W 7th 814-577-5701

I verify that the statement is made in the claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S §4904 relating to unsworn falsification to authorities.

Date: 10.3.09

Defendant:

John Yingling Jr.

THIS CLAIM TO BE FILED WITH:  
CLEARFIELD COUNTY SHERIFF'S DEPARTMENT  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830

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 but named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For more 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.

RICHARD TREMUR

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

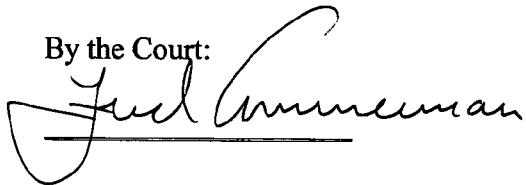
MOUNTAIN PEAKS FINANCIAL SERVICES, INC.	*	CIVIL ACTION
Plaintiff	*	
	*	
	*	
	*	
	*	
vs.	*	ORDER
JOHN P. YINGLING, JR.	*	FILED ON BEHALF OF:
Defendant	*	JOHN P. YINGLING, JR.
	*	
(COUNTY NATIONAL BANK)	*	RICHARD A. IRELAND, ESQ.
Garnishee	*	PA I.D.# 42556
	*	P.O. BOX 924
	*	CLEARFIELD, PA 16830
	*	(814) 765-5605

ORDER

AND NOW, this 23<sup>rd</sup> day of September, 2010, in consideration of Defendants' CLAIM FOR EXEMPTION, it is the ORDER of this Court as follows:

1. It is here determined that account numbered 1652296 with a current balance of \$108.80 and account 2392314 with a current balance of \$91.13 and account 3818101 with a current balance of \$76.14 are held by County National Bank in the name of John P. Yingling, Jr. .
2. The total amount in these accounts is less than the \$300.00 statutory exemption found in PaRCP 3123.1.
3. The initiating Execution proceeding has been terminated by the Sheriff of Clearfield County.
4. It is the ORDER of this Court that said accounts are hereby granted exemption from levy . The sums in these accounts are the sole and exclusive property of John P. Yingling, Jr. The execution proceedings on said accounts are hereby terminated and John P. Yingling, Jr. shall have full legal access to said accounts.

By the Court:



S FILED 2CC  
09/09/2010 Atty Ireland  
SEP 23 2010 (will serve)  
William A. Shaw  
Prothonotary/Clerk of Courts