

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.,

Plaintiff,

Vs.

JOHN P. YINGLING, JR.,

Defendant.

Civil Division – Arbitration

No. AR 06 –

Code No. 08-317-CD

COMPLAINT IN CIVIL ACTION

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

m/11/23/08
FEB 25 2008

Any pd. \$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 contract.

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”

CitiAssist® Loans

For students attending 4-year colleges and universities (Graduate and Undergraduate programs).
 Fax application to 1-800-723-2777 / Date application faxed / / Please print clearly.

Student Applicant Information

First Name John Last Name Davidson M.I. P Suffix (Mr, Sr, Etc.) Jr
 Permanent Address 804 West 1st Date of Birth 05/01/78
 City Clearfield State PA ZIP 16830
 Driver's License Number 1A State PA
 Social Security # 311-60-3806 City CLARION State PA ZIP 16215
 Home Telephone (Permanent) (814) 765-5222 School Telephone (Temporary) 1A
 Are you a U.S. citizen? ☒ Yes ☐ No If no, are you a permanent resident? ☐ Yes ☐ No Please attach a copy of your INS Form I-551 or I-94.
 School Name CLARION UNIVERSITY OF PENNSYLVANIA City CLARION State PA ZIP 16215
 Check the box next to the year in school for which this loan will be used.
☐ Undergraduate ☐ Graduate ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 (6) 12

Loan Information

Loan amount requested \$ 4100
 Academic Year for Use of Funds 9/1/00 to 12/17/00
 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.
 If you are an international student please attach a copy of your I-20, just fax to your U.S. Consulate along with a copy of your passport.
 Payment Options: ☒ Make no payments while in school. ☐ Make payments while in school.
 If you do not choose an option, your principal and interest payments will be deferred while you are in school.

Applicant Reference

Provide an adult reference. Reference must reside at a U.S. address different from your own. If applying with a co-signer, reference must be a different person.
 Name Dr. James Davidson
 Relationship to borrower Trans. Dad
 City Clearfield State PA ZIP 16830
 Work Telephone ()

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 \$18,000 per year.
 Name John Davidson First Name John Last Name Davidson
 M.I. P Suffix (Mr, Sr, Etc.) Jr
 City Clearfield State PA ZIP 16830
 Home Telephone ()
 Co-signer relationship to student ☐ Parent ☐ Relative ☐ Other
 Driver's License Number 1500
 Is there a U.S. citizen? ☐ Yes ☐ No (If no, attach a copy of your INS Form I-551.)

Credit/Employment Information

Indicate if the following credit information is submitted by: ☐ Co-signer ☒ Undergraduate borrower applying on own creditworthiness. (Refer to Step 2 under "How to apply.")
 Housing Payment \$ None
 Company Name Robert Trucking Self-employed? ☐ Yes ☐ No
 Position Mechanic City Clearfield State PA ZIP 16830
 Years There 4 Telephone (814) 857-7764
 Monthly Income From Employment \$ 1500
 Monthly Income (spousal, rental, etc.) \$ 0
 Monthly income must be at least \$1,500. Income verification may be required. (Refer to Step 4 under "How to apply.")
 Any, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this loan.

Signatures

Read your enclosed Promissory Note in its entirety before signing this section. If you do not have a Promissory Note, please call 1-800-697-8200, ask for Operator 7895, and we'll promptly send you one.
 I, the undersigned, promise to pay to Citibank (New York State) or any other holder of the accompanying Promissory Note (the "Note") all sums disbursed under the terms of this Application (the "Application") 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 me and the Co-signer.
 I, the undersigned, agree to sign my name exactly as it appears in Section A.
 Signature of Co-signer John Davidson Date 07/05/00
 Signature of Borrower John Davidson Date 07/05/00

School Certification

For 4-year colleges and universities (Graduate and Undergraduate programs).
 To be completed by the financial aid office.

ED School Code 3318 Campus Code 00
 Academic Year for Use of Funds From 9/1/00 To 12/17/00
☐ Undergraduate Year in School: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5
☐ Graduate Year in School: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
 Student's Enrollment Status
☐ Full Time ☐ Half Time ☐ Less than Half Time
 Anticipated Completion Date 1/1/01
 Certified Loan Amount \$ 4100

Recommended Disbursement Dates

1st 1/1/01 3rd 1/1/01
 2nd 1/1/01 4th 1/1/01

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

Date 1/1/01
 Print Name John Davidson
 Title Financial Aid Officer
 Telephone Number 814-857-7764

For Lender Use Only

Source Code: 8100 Vers. No.
 Sponsor Code: 00000
☐ F ☐ P ☐ M ☐ O
☐ A

TUTIONGard, Ltd. Insurance Certificate

This certificate is issued in accordance with the policy referred to in the insured bank's statement above to cover the insured loan referred to in the insured bank's statement above. The insured bank's statement above is hereby incorporated by reference into this certificate.

INSURANCE COMPANY

Guaranty National Insurance Co.
PO Box 3400
Englewood, CO 80117

AUTHORIZED REPRESENTATIVE

TUTIONGard, Ltd.
11111 1st Street
Highland Park, IL 60034

AUTHORIZED SERVICER

Citibank, N.A. (NY) N.Y.A.
101 E. 10th Street
New York, NY 10003

INSURED BANK LENDER

Name:
The Student Loan
Corporation Citibank N.Y.A.
Address:
99 Garnsey Rd.
Pittsford
New York
14534
Phone:
(716) 248-7500
Bank Recognition Code:
073075

INSURED LOAN

Borrower:
ANGUS JR. JOHN P
Address:
502 WEST LOCUST ST
CLEARFIELD
PA
16810-0003
Phone:
814 765 5623
Bank Security and Loan #:
211 00 1806 23

INSURED LOAN

Borrower:

Address:

Phone:

Bank Security and Loan #:

COVERAGE

This is to certify that the policy referred to above has been issued to the Named Insured Bank's statement above to cover the insured loan referred to above. This certificate is attached to the referenced policy and it refers to the Named Insured Bank's statement above for coverages, terms and conditions of the subject loan and policy.

CERTIFICATE NUMBER	ASSIGNMENT OF FUND	SPACE LEVEL	DISBURSEMENT DATE	EXPECTED REPAYMENT START DATE	LOAN AMOUNT DISBURSED	CERTIFICATE PREMIUM PAID
0201130024311	1	1	04/16/2000	04/16/2003	\$4,180.00	\$240.67

WHO:

CLAYTON UNIVERSITY

CHANGE IN NAMED INSURED:

The following entity now owns the Private Student Loan referenced in the statement above named entity referred to at the benefits and underwriter to under the above referenced insurance contract:

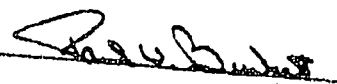
Named Insured:

Address:

Date of Loan Acquisition:

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

Authorized Representative



Citibank Student Loans are insured and held by Citibank, New York, N.Y. as trustee for The Student Loan Corporation.
Citibank, New York, N.Y. provides loan services for Citibank Student Loans.

REQUEST FOR CLAIM REIMBURSEMENT

I. BORROWER INFORMATION		
SSN & Loan Slot: <u>211-60-3806 23</u>		Borrower's Name (Last, First, MI): <u>YINGLING JR, JOHN P</u>
Address: <u>802 WEST LOCUST</u>		
City, State, Zip: <u>CLEARFIELD PA 16830</u>		
Home Telephone: <u>814-496-9832</u> Business Phone: _____		
Drivers License #: <u>24610714</u> State: <u>PA</u>		Address had mail returned: <u>N</u>
Employer Name: <u>KEPHART TRUCKING</u>		Employer Phone Number: <u>814-857-7704</u>
Employer Address: _____		
Employer City, State, Zip: <u>BIGLER PA 16825</u>		
II. CO-SIGNER INFORMATION		
SSN: _____		Cosigner's Name (Last, First, MI): _____
Address: _____		
City, State, Zip: _____		
Home Telephone: _____		Business Phone: _____
Drivers License #: _____ State: <u>PA</u>		Address had mail returned: _____
Employer Name: _____		Employer Phone Number: _____
Employer Address: _____		
Employer City, State, Zip: _____		
III. CLAIM TYPE		III. LOAN SUMMARY INFORMATION
<input checked="" type="checkbox"/> Default Delinquency Date <u>12/08/2004</u> <input type="checkbox"/> Bankruptcy, Chapter _____ Date Filed _____ <input type="checkbox"/> Death Date of Death _____		Current Principal Balance: \$ <u>5,077.39</u> Current Interest Balance: \$ <u>133.03</u> Current Interest Rate: <u>6.00</u> Credit Scoring: <u>722 / 224</u>
IV. DISBURSEMENT INFORMATION FOR LOAN PERIOD:		
Disbursement Date <u>08/18/2000</u>	Disbursement Amount <u>\$4,100.00</u>	Certificate of Insurance Number <u>02013N30026331</u>
_____	_____	_____
_____	_____	_____
V. MONETARY HISTORY		VI. CLAIM AMOUNT
Total Amount Disbursed \$ <u>4,100.00</u> School Refunds Received -\$ _____ Payments Paid to Principal -\$ <u>12.67</u> Miscellaneous Principal Decreases -\$ _____ Capitalized Interest +\$ <u>709.14</u> Backdating adj. +\$ <u>280.92</u> Backdating adj. -\$ _____ Outstanding Principal Balance =\$ <u>5077.39</u>		Current Payoff Amount: \$ <u>5,210.42</u> Good Through <u>7/1/05</u> <u>Repay Start date - 6/15/02</u>
VII. CREDIT REPORTING HISTORY - BORROWER		VIII. CREDIT REPORTING HISTORY - CO-SIGNER
30 Day Report : <u>01/31/2005</u>		30 Day Report : _____
120 Day Report : <u>04/30/2005</u>		120 Day Report : _____
LENDER/SERVICER INFORMATION		
CITIBANK USA, N. A., P.O. Box 6095, Sioux Falls, SD 57117		

CITIBANK

YINGLING JR, JOHN P
802 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
6.871%	\$8,247.04	\$4,100.00	\$8,347.04

Payment Schedule:

Number of Payments
144

Amount of Payments
\$84.91

When payments are due:
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 quarter's Change Date (where the interest rate became 9.50% 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 \$139.28 per month, an increase of \$2.85. 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 Interest: You are giving Citibank (New York State) a security interest in all refunds of the proceeds (reimbursements) 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.

^a means an estimate

Itemization of Amount Financed of:

\$0.00	Amount given to you directly
\$0.00	Amount paid on your account
\$4,100.00	Amount paid to others on your behalf
\$0.00	Prepaid Finance Charge

AL 7004-08128

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

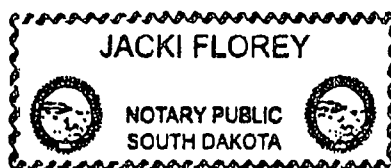
By The Student Loan Corporation

Christina Dreyer
Coordinator Signature

Sworn to before me this 2 day of June, 2005

Jacki Florey
Notary Public

3-1-2006
My Commission Expires



ROYAL &
SUNALLIANCE

www.royalsunalliance.usa.com

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

119086
Phone
860 674-6600
800 243-7060
Fax
860 674-6797

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

Claim #: 55-516579-C

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 & Stawiariski, P.C. located at 6560 South Greenwood Plaza Boulevard (Suite 350); Englewood, CO 80111.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE.

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
03:10pm
JUN 18 2008

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
by Marilyn Hann

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 debt
JUL 03 2008 Statement to
LTM Atty
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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOUNTAIN PEAKS FINANCIAL
SERVICES, INC.,

Plaintiff,

Vs.

JOHN P. YINGLING, JR.,

Defendant.

Civil Division

No. 08-317-CD

Code No.

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

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

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

A handwritten signature in black ink, appearing to read 'William A. Shaw', followed by the initials 'LM'.

William A. Shaw

COPY

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.,

**PRAECIPE 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 *Atty. gen. 7:20:00*
m/12:48/04
JUL 28 2008 *icc & law with*
to Sheriff

WAS
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 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.,

**PRAECIPE 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 **Praecipe for Writ of Execution**, on this 25th 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


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

OCT 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd.
7.00
ICC ple wants
to Sheriff
(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.,

**PRAECIPE TO REISSUE WRIT OF
EXECUTION**

Defendant,

Vs.

COUNTY NATIONAL BANK,

Garnishee.

PRAECIPE TO REISSUE 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) Indexed against **John P. Yingling, Jr.**;
- (3) To serve Interrogatories upon Garnishee **County National Bank**;
- (3) At the address 1 S. Second Street, Clearfield, PA 16830.

(4)	Amount due:	\$3,130.10	
	Interest	\$ ^{142.00}	Prothonotary costs
	(costs to be added)	\$	

(5)	Total	\$
-----	-------	----

Respectfully Submitted,

FLAHERTY FARDO, LLC


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.,

**PRAECIPE TO REISSUE WRIT OF
EXECUTION**

Defendant,

Vs.

COUNTY NATIONAL BANK,

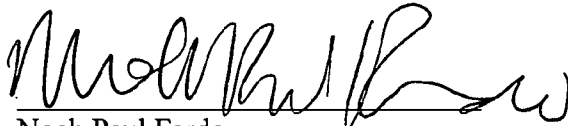
Garnishee.

CERTIFICATE OF SERVICE

I, Noah Paul Fardo, Esquire, hereby certify that I served a true and correct copy of the foregoing **Praecipe 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.,

Plaintiff,

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

Court of Common Pleas
Civil Division

Case No.: 08-317-CD

WRIT OF EXECUTION

To the SHERIFF OF CLEARFIELD COUNTY:

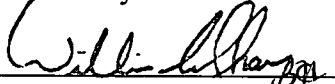
To satisfy the judgment, interests and costs against:

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

Prothonotary



Clerk

Date 10/5/09

Commonwealth of Pennsylvania
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Plaintiff,

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

Court of Common Pleas
Civil Division

Case No.: 08-317-CD

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
NOV 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

MOUNTAIN PEAKS FINANCIAL
SERVICES, INC.,

Plaintiff

vs.

JOHN P. YINGLING, JR.,

Defendant

and

CNB Bank, formerly
County National Bank,

Garnishee

No. 08-317-

GARNISHEE CNB BANK' S CERTIFICATE OF SERVICE

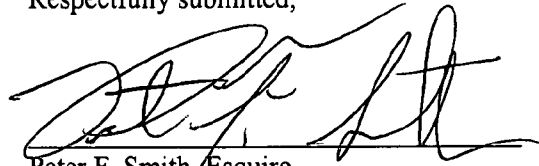
I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories 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. 7th Avenue
Clearfield, PA 16830

Respectfully submitted,

Date: 10/29/09


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

5
FILED NO CC
10:30 AM
NOV 02 2009
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 7th 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 7th 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 7th Avenue, Clearfield, PA 16830.
- d. This account was opened on March 14, 2007.
- 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. 7th Avenue, Clearfield, PA 16830.
- d. This account was opened on March 10, 2005.
- 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: 10/27/09

A handwritten signature in black ink, appearing to read "Peter F. Smith", written over a horizontal line.

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: 11-28-09

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 4 CC AM

019:16cm

NOV 03 2009

Ireland

WAS
Dg

William A. Shaw
Prothonotary/Clerk of Courts

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

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

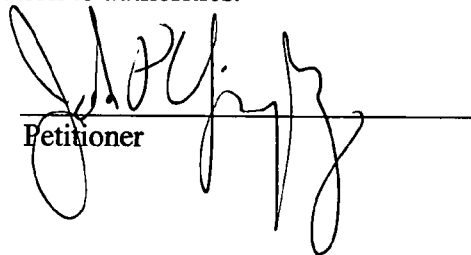
Date: 11.3.09



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
INTEREST from : \$ ^{142.00} Prothonotary costs

Costs to be added

by Prothonotary

Received this writ this 5th day
of October A.D. 2009
At 3:00 A.M./P.M.

Charles G. Henderson
Sheriff by Christina Butler-Ashford

Prothonotary

William L. Hargis

Clerk

Date 10/5/09



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,

A handwritten signature in cursive script that reads "Kimberly Olson".

Kimberly Olson
Records and Research

Enclosure

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.

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

S
FILED *4cc AAA*
0/9:16m
NOV 03 2009
Irland
William A. Shaw
Prothonotary/Clerk of Courts

RULE TO SHOW CAUSE

AND NOW, this 3rd 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:

Jack J. Ammann
Judge

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

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CIVIL ACTION

NO.: 08-317-CD

PETITION FOR INTERVENTION
CERTIFICATE OF SERVICE

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
NOV 06 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

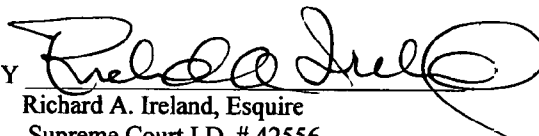
(814) 765-5605

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
DEC 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

icc Attys'
Fardo
Ireland
CNB Bank

CCJ. 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

ORDER

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:

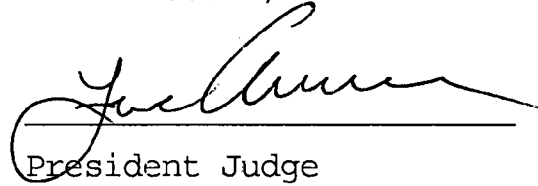
1. It is the ORDER of this Court that John P. Yingling, Sr., be and is hereby permitted to intervene in the above-captioned matter;

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,



President Judge

FILED

DEC 11 2009

William A. Stray
Prothonotary/Clerk of Courts

DATE: 12/11/09

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 X Defendant(s) X Defendant(s) Attorney

 Special Testimonials:

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
07:45
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


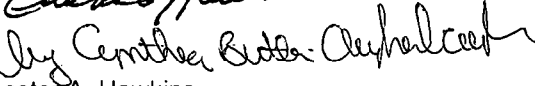
SHERIFF HAWKINS \$113.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



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.,

Plaintiff,

v.

John P. Yingling, Jr.,

Defendant.

Court of Common Pleas
Civil Division

Case No.: 08-317-CD

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


Clerk 7/28/08

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 28th day
of July A.D. 2008
At 1:00 A.M./P.M.

Cynthia A. Butler
Sheriff by Cynthia Butler-Aufonday

**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:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	9.00
HANDBILLS	10.00
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	6.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$113.68

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	5,630.10
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$5,898.78
--------------------------------	-------------------

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	113.68
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$248.68
--------------------	-----------------

TOTAL COSTS	\$5,898.78
--------------------	-------------------

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

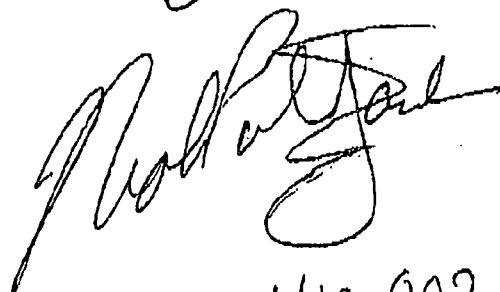
ATTN CINDY

Defendant 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

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

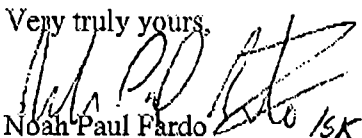
Re: Matter: John P. Yingling Sheriff's sale scheduled for Friday, March 13th, 2009
Case No: 08-317 CD

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.

Very truly yours,


Noah Paul Fardo

direct dial: 412.802.7080

email: npf@pghfirm.com

DICTATED BUT NOT READ

NPF: sk

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
0/10:30Lm
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-DePaula
Chester A. Hawkins
Sheriff

Commonwealth of Pennsylvania
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Plaintiff,

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

Court of Common Pleas
Civil Division

Case No.: 08-317-CD

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

INTEREST from : \$ ^{142.00} Prothonotary costs

Costs to be added \$ _____
by Prothonotary

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

Robert A. Hunsberger
by Cynthia Baker-Cuphal

Prothonotary

William L. Hargis

Clerk

Date

10/5/09

Commonwealth of Pennsylvania
County of Clearfield

Mountain Peaks Financial Services, Inc.,

Plaintiff,

v.

John P. Yingling, Jr.,

Defendant,

v.

County National Bank,

Garnishee.

Court of Common Pleas
Civil Division

Case No.: 08-317-CD

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:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	
MILEAGE	2.00
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.76
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	8.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	5.00
TOTAL SHERIFF COSTS	\$79.76

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	3,130.10
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	30.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$3,381.86

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	79.76
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$221.76
--------------------	-----------------

TOTAL COSTS	\$3,381.86
--------------------	-------------------

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

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*
*
*

NO. 08-317-CD

FILED

4 AUG 24 2010
019130/W

William A. Shaw
Prothonotary/Clerk of Courts
Sent to ATTY: N. Fardo

P. Smith
P. Enslin
DEPT + SHEL

ORDER

NOW, this 23rd 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

8-24-10

--- You are responsible for serving all appropriate parties.

--- Honoyat's office has provided service to the following parties:

--- (s) Attorney _____ Other _____

8-24-10

--- You are responsible for serving all appropriate parties.

--- Honoyat's office has provided service to the following parties:

--- (s) Attorney _____ Other _____

☒ The Prothonotary's office has provided service to:

☒ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) Attorney ☐ Defendant(s) Insurance

☒ The Plaintiff(s) ☒ Plaintiff(s) Defendant(s) Attorney
☒ Defendant(s) ☐ Defendant(s) Attorney
Attorneys: Richard Insur
Smt

☒ The Plaintiff(s) ☒ Plaintiff(s) Defendant(s) Attorney
☒ Defendant(s) ☐ Defendant(s) Attorney
Attorneys: Richard Insur
Smt

X Defendant(s) _____
X Special Instructions: _____

RICHARD
 PETER SMITH
 SHARON

PETER SMITH

S.H.F.

802 W. Locust St.
Chgo. Ill

802
C.F.N. 17

U.S. DEPT. OF JUSTICE

AUG 24 2010

William A. Shaw
Prothonotary/Clerk of Courts

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 ~~814-577-5709~~ ST. CLEARFIELD PA 16830

Telephone # 1086 7th 814-577-5709

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 o 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 attaché 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 Ireland

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

MOUNTAIN PEAKS FINANCIAL
SERVICES, INC.

Plaintiff

vs.

JOHN P. YINGLING, JR.
Defendant

(COUNTY NATIONAL BANK)
Garnishee

CIVIL ACTION

NO.: 08-317-CD

ORDER

FILED ON BEHALF OF:
JOHN P. YINGLING, JR.

RICHARD A. IRELAND, ESQ.
PA I.D.# 42556
P.O. BOX 924
CLEARFIELD, PA 16830
(814) 765-5605

ORDER

AND NOW, this 23rd 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:

Paul Ammann

FILED

SEP 23 2010

William A. Shaw
Prothonotary/Clerk of Courts

Atty Ireland
(will serve)