

08-573-CD

GMAC LLC vs Harold Chase et al

FILED *FD*

MAR 29 2011

4/11/10/W

William A. Shaw

Prothonotary/Clerk of Court

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

GMAC, LLC

Plaintiff

vs.

HAROLD W CHASE  
BEVERLY A CHASE

Defendants

No. 2008-573-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#6596215

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

GMAC, LLC

Plaintiff

No.

vs.

HAROLD W CHASE  
BEVERLY A CHASE

Defendants

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

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

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

## COMPLAINT

1. Plaintiff is a corporation with offices at 5700 CROOKS RD STE 301  
TROY, MI 48098.

2. Defendants are adult individuals residing at 422 MAIN STREET  
RAMEY, PA 16671 .

3. On or about MAY 16, 2005, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2005 CHEVROLET COBALT, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.

4. By the terms of the Agreement, Defendants were to make FORTY-EIGHT (48) payments of \$438.20, commencing MAY 16, 2005, and to pay certain license fees due at the inception of the lease and during the lease term.

5. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end FORTY-EIGHT (48) months after it commenced.

6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

7. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$6,537.39 as of MARCH 7, 2008 is due from Defendants.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

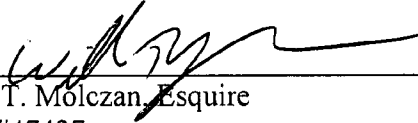
10. Plaintiff avers that such attorneys' fees will amount to \$1,000.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, HAROLD W CHASE AND BEVERLY A CHASE, jointly and severally, in the amount of \$6,537.39 with continuing interest thereon at the legal rate 6.00% per annum from the date of judgment plus attorneys' fees of \$1,000.00 and costs.

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

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

A handwritten signature in black ink, appearing to read 'William T. Molczan', is written over a horizontal line.

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6596215

# GMAC SMARTLEASE® AGREEMENT — Monthly Payment 004 9081 56343

<b>LESSEE (and CO-LESSEE) ("You") name and address, including county</b> HAROLD W. CHASE BEVERLY A CHASE PO BOX 212 422 MAIN ST RAHEY PA 16671	<b>Garaging address (if different)</b> N/A  <b>Principal driver (if business use)</b> N/A	<b>LESSOR (Retailer)</b> BLAN PATTERSON CHEVROLET, INC. 101 PLEASANT VALLEY BLVD ALTOONA PA 16602
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This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.

"We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

☒ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

☐ If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

☐ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to N/A.

☐ If this box is checked, Lessor (Retailer) intends not to assign this lease.



## THE VEHICLE YOU ARE LEASING

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
NEW	2005	CHEVROLET COBALT	SEDAN	1G1AL52EX5628262	2	<input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Business, or Agricultural <input type="checkbox"/> Public Conveyance

Dealer installed Options: N/A GVW (if truck) \_\_\_\_\_

## FEDERAL CONSUMER LEASING ACT DISCLOSURES

<b>1. Amount Due at Lease Signing or Delivery (Itemized Below)</b> \$ 1231.70	<b>2. Monthly Payments</b> Your first monthly payment of \$ 438.20 is due on 05/16/2005, followed by 47 payments of \$ 438.20 due on the 16th of each month. The total of your monthly payments is \$ 21033.60	<b>3. Other Charges (not part of your monthly payment)</b> Disposition fee (if you do not purchase the vehicle) \$ N/A N/A \$ N/A Total \$ N/A	<b>4. Total of Payments</b> (The amount you will have paid by the end of the lease.) \$ 21035.10
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<b>5. Amount Due at Lease Signing or Delivery:</b>		<b>6. How the Amount Due at Lease Signing or Delivery will be paid:</b>	
a. Capitalized cost reduction \$ N/A b. First monthly payment \$ 438.20 c. Refundable security deposit \$ N/A d. Title fee \$ 22.50 e. Registration fees \$ 18.00 f. Sales tax \$ N/A g. N/A \$ N/A h. N/A \$ 61.00 i. N/A \$ 3700.00 j. Total \$ 4239.70	a. Net trade-in allowance \$ N/A b. Rebates and noncash credits \$ 1700.00 c. Amount to be paid in cash \$ 539.70 ** C.R. 2200.00 HOT BUTTON 1000.00 BONUS CASH 500.00	d. Total \$ 3249.70	

<b>7. Your monthly payment is determined as shown below:</b>	
a. Gross capitalized cost. The agreed upon value of the vehicle (\$ 19085.00 ) and any items you pay for over the lease term (such as service contracts, insurance and any outstanding prior credit or lease balance) b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost c. Adjusted capitalized cost. The amount used in calculating your base monthly payment d. Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge h. Lease payments. The number of payments in your lease i. Base monthly payment j. Monthly sales/use tax (estimated) k. N/A l. Total monthly payment	= \$ 19085.00 - \$ N/A = \$ 19085.00 - \$ 4552.00 = \$ 14533.00 + \$ 14533.00 = \$ 14533.00 + \$ 34 = \$ 14567.00 + \$ 100.00 = \$ 14667.00 + \$ 14667.00 = \$ 14667.00

**Early Termination.** You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$1.00 per mile.
9. **Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ 5552.00 plus official fees and taxes.
10. **Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

EXHIBIT

1

11. STATEMENT OF OTHER CHARGES:  
a. Agreed upon value of the vehicle \$ 19085.00  
b. GMAC administrative fee + \$ 595.00  
c. License/registration/title fees + \$ N/A  
d. Sales tax + \$ N/A  
e. Other tax (describe) N/A + \$ N/A  
f. Optional service contract + \$ N/A  
g. Optional maintenance contract + \$ N/A  
h. Optional life insurance + \$ N/A  
i. Optional disability insurance + \$ N/A  
j. N/A + \$ N/A  
k. N/A + \$ N/A

l. Gross Capitalized Cost = \$ 19680.00

12. THE VEHICLE YOU ARE TRADING. 2002 BUICK RENDEZVOUS (year) (make) (model)  
Gross trade-in value \$ 1367.31  
Payoff \$ 1746.31  
Net trade-in value = \$ 3700.00

13. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE \$ 1783.14  
The actual total of fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

a. Title/lien fees \$ 22.50  
b. Registration fees/taxes \$ 18.00  
c. License fees/taxes \$ N/A  
d. Sales/use taxes (including tax on capitalized cost reduction) \$ 1736.64  
e. Excise taxes \$ N/A  
f. Property taxes \$ N/A  
g. Other (describe) STATE TRANSFER FEE \$ 6.00  
h. Other (describe) N/A \$ N/A  
i. Other (describe) N/A \$ N/A

14. MILEAGE.

Base Mileage Allowance. ☐ 15,000 miles/year. ☒ Low mileage: 12,000 miles/year.  
☐ Medium-duty truck (gasoline): 25,000 miles/year  
☐ Medium-duty truck (diesel): 35,000 miles/year

Extra Miles. You are buying N/A extra miles at N/A per mile. If this lease ends on or after the last scheduled payment is due, we will credit you with N/A per mile for each unused extra mile. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

Total Allowed Mileage on the Odometer at Lease End is 48002 miles.  
Starting odometer mileage 2 miles  
Base mileage allowance + 18000 miles  
Purchased extra miles + N/A miles

Excess Mileage Charge. The excess mileage charge is \$ 0.70 per mile for each mile beyond the total allowed miles, plus tax. If the lease ends early and the vehicle is not a total loss, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

15. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us, including to the lease of the vehicle. You agree to the terms of this lease must be written and signed by you and us. No oral changes are binding.

LESSEE: David Chue BY: X CO-LESSEE: David Chue  
We may delay or refrain from enforcing any of our rights under this lease without losing them.

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT AL IOWA IA (city) (state) ON 05 (month) 11 (day) 2001 (year)  
LESSEE: David Chue BY: X CO-LESSEE: David Chue  
LESSOR: DEAN PATTERSON CHEVROLET, INC. SIGNATURE AND TITLE: Deane P. McHenry Bus. MGR.

Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement.

LESSOR: DEAN PATTERSON CHEVROLET, INC. BY: Deane P. McHenry TITLE: Bus. MGR.

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end on 11/15/2001 (month) (day) (year). You are scheduled to return the vehicle on this date.

18. LEASE END DAILY EXTENSION CHARGE. \$ 21.00 per day (plus tax), beginning on the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:

Insurance company name: ERIE IN.  
Insurance agency name: HINKO IN.  
Agency address: 612 LYNDHUR PLY. PHILIPSBURG, PA 17061  
Agency phone no.: (811) 312-5201

Agent's name: N/A  
Policy no.: 00306073013 ☒ Liability ☐ Physical damage  
Deductibles: Collision \$ 500 Comprehensive \$ 50

Insurance company name: N/A  
Insurance agency name: N/A  
Agency address: N/A

Agency phone no.: N/A  
Agent's name: N/A  
Policy no.: N/A ☐ Physical damage

Deductibles: Collision \$ N/A Comprehensive \$ N/A

20. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

Insurer name: N/A  
Address: N/A

☐ Life insurance (☐ Lessee ☐ Co-Lessee, ☐ Both) Premium \$ N/A  
Coverage limit \$ N/A

☐ Disability insurance (Lessee only) Premium \$ N/A  
Monthly coverage limit \$ N/A

LESSEE'S SIGNATURE: X N/A Age N/A

CO-LESSEE'S SIGNATURE: X N/A Age N/A

21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

☒ Standard manufacturer's warranty

☐ N/A  
Warranty papers that are separate from this lease state any coverage limits. The law gives you a warranty that the vehicle conforms to the description in this lease.

THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.

Name N/A Term N/A months

Name N/A Term N/A months

If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost and you will pay rent charges on the price.

## INSURANCE, USE, AND CARE OF THE VEHICLE

### 23. REQUIRED VEHICLE INSURANCE.

You must insure the vehicle through liability and physical damage policies acceptable to us. The policies must not exclude or restrict coverage if you were to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must show any additional insureds and loss payees that we require. If this lease is assigned to GMAC or Central Originating Lease Trust, the initial additional insured and loss payee is GMAC and its successors and assigns. P.O. Box 650100, Hunt Valley, MD 21065-0100. You must give us proof of insurance when we ask. We require no other insurance.

Liability insurance must (a) cover at least \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, or (b) have a combined single limit of at least \$500,000 for bodily injuries and property damage for any one accident.

or trucks of 10,000 lbs. GVW or more and public conveyance vehicles, liability insurance must instead (a) provide primary coverage of at least \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, and umbrella coverage of at least \$1,000,000 or (b) have a combined single limit of at least \$1,000,000 for bodily injuries and property damage for any one accident.

Physical damage insurance must have deductibles of no more than \$1,000 for collision and upset loss and \$1,000 for comprehensive fire and theft loss.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as those in this lease, but they may be higher.

### 24. USE. You will not

- Use the vehicle illegally, improperly, or for hire.
- Use the vehicle in a way that your insurance policy prohibits.
- Remove the vehicle from the United States, except for trips to Canada of under 60 days.
- Move the vehicle to another state for more than 30 days without telling us.
- Change the vehicle without our written consent.
- Replace parts, accessories, or tires with rented or leased items.
- Expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

You will not let anyone else do any of these things.

## WHEN THE LEASE CAN END

**28. SCHEDULED END.** This lease is scheduled to end on the date shown on the front. If this lease ends on or after the last scheduled payment is due, we will treat the lease as if it ended as scheduled and not as if it ended early. However, if the vehicle is a total loss before the scheduled lease end date, the Gap Protection section applies.

**29. LEASE END DAILY EXTENSION.** At scheduled lease end, if you keep the vehicle and do not buy it, you elect to extend the lease and pay a daily extension charge beginning on the eighth day after the scheduled lease end date. The charge is shown on the front. We may limit the number of days you extend the lease. During the daily extension period, you agree to comply with the terms of this lease, other than terms that apply to monthly payments and early end. The total allowed mileage will not increase.

**30. EARLY END.** You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

### 31. DEFAULT.

You will be in default if any of these things happens:

- You do not pay on time.
- You made a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

## AT LEASE END

**33. VEHICLE RETURN.** At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle. After you return the vehicle, you will call us promptly at 1-800-200-4622 and tell us where you left the vehicle.

**34. OPTION TO BUY THE VEHICLE.** You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

## WHAT YOU OWE AT LEASE END

### 36. WHAT YOU OWE AT SCHEDULED END.

(a) IF YOU BUY THE VEHICLE: If you have paid us and kept your agreements, you will owe us nothing more.

(b) IF YOU DO NOT BUY THE VEHICLE: If you have kept your agreements, you will owe us only any excess mileage charge, any lease end daily extension charge, and our estimated or actual cost of repairing excess wear, plus any tax. (We do not have to make repairs.)

**37. WHAT YOU OWE AT EARLY END.** In general, unless gap protection applies, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the rent charge for each monthly period as fully earned on the period's first day. We will treat each monthly payment that you made as if we received it on its due date.

If the vehicle is a total loss, see the Gap Protection section. Otherwise, you will owe us an early end charge as follows:

- The base monthly payment times the number of payments not yet due,
- Any unearned rent charge, figured by the actuarial method,
- Any surplus (see definition in this item) on the vehicle sale,
- + If there is no surplus, any Early Excess Mileage and Wear Charge (see definition in this item), plus any tax.
- The Total. If the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credit.

You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We may cancel any optional insurance or optional service, maintenance, or other contracts that we financed for you. We will give you a credit for any amount we get from cancellations.

**Definition of Surplus:** Unless you get an appraisal or gap protection applies, we will sell the vehicle at wholesale. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for residual value or less, the surplus will be zero.

**Appraisal.** You may get a professional appraisal of the vehicle's wholesale value. If you do so within a reasonable time, we will use the appraised value as the sale price when we figure the surplus (if any). The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for any appraisal. The appraisal will be binding.

**40. ASSIGNMENT BY LESSOR.** If this lease is assigned, the assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.

Any sale and assignment will not be considered to change materially your duties, burden, or risk under this lease. Neither the assignee nor Vehicle Asset Universal Leasing Trust will have to make any repairs to the vehicle, get any insurance, or perform any service Lessor has agreed to perform under this lease. You will look only to Lessor for these services.

After assignment, GMAC will service this lease, if GMAC is the assignee or if GMAC helped to arrange this lease. You must then make all payments to GMAC (for its or the assignee's account) or as otherwise directed. If we assign this lease, you will not receive notice of assignment.

**25. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE.** You will maintain and repair the vehicle to keep it in good condition. Replacement sheet metal must be new original equipment manufacturer parts. Other replacement parts must be original equipment manufacturer parts or parts of equal quality and design. If insurance will pay for repairs, ask your insurance company to specify original equipment manufacturer sheet metal. You will pay all maintenance, repair, and operating expenses, including fuel and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do. We may inspect the vehicle at any reasonable time and place.

When you take possession of the vehicle, you take on the risks of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, or settlement, or the like, we will trust the money as an insurance settlement. We and/or Vehicle Asset Universal Leasing Trust will be entitled to this money. If the money ends in connection with our receipt of the money, we will not use any money we do not use to repair the vehicle at sale proceeds.

**26. EXCESS WEAR.** Excess wear is wear that is beyond normal wear. Excess wear includes: (a) glass that is damaged or that you tinted; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine powertrain, or other mechanical part; (c) damaged paint; (d) a torn, damaged, or stained interior or trunkliner; (e) a pickup bed with a sprayed-on bedliner; (f) sheet metal that is not original equipment sheet metal; (g) missing equipment or parts that were in or on the vehicle when delivered and not replaced with equipment or parts of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (h) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recapped or a snow tire, or has less than 1/8 inch of tread left at the shallowest point; (i) a damaged or worn brake that does not meet government safety standards; (j) oil leaks or low oil pressure; (k) a malfunctioning electrical system, battery, or lights; (l) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way; and (m) any other damage, whether or not insurance covers it.

**27. LIENS.** You will keep the vehicle free of liens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

If you are in default, we may:

End this lease and require you to pay the early end charge.

Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle. If the vehicle has an electronic locating device, we may use the device to find the vehicle.

- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle, attorney's fees, collection costs, and court costs.

**32. TRANSFER.** You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and your responsibilities.

**35. ODOMETER DISCLOSURE.** Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

**Definition of Early Excess Mileage and Wear Charge:** Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

**38. GAP PROTECTION.** If the vehicle is a total loss before the scheduled lease end date, and we get an insurance settlement, you have gap protection.

If the money we get from your insurance is more than or equal to (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, we will give you a credit for any excess. You will owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we get from cancellations of optional insurance, service contracts, maintenance contracts, or other contracts that we financed for you.

If the money we get from your insurance is less than (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, you will owe the difference up to the amount of your insurance deductible. If the difference is more than your insurance deductible, you will also owe an excess mileage charge, up to the amount by which the difference exceeds your deductible, plus any tax on the charge. We will figure the excess mileage charge as if the lease had ended as scheduled. In either case, we will give you a credit for any amount we get from cancellations of optional insurance, service contracts, maintenance contracts, or other contracts that we financed for you. You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease.

If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will owe us any excess of the residual value over the vehicle's salvage value. If the lease ends before the last scheduled payment is due, you will also owe us the early end charge that applies when the vehicle is not a total loss.

**39. SECURITY DEPOSIT.** If you paid a security deposit, we will use it at lease end to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any proceeds, money, or funds we receive from the security deposit. After lease end, we will give back any part of the security deposit that is left.

## ADDITIONAL TERMS

**41. PROHIBITION OF TRANSFER OF YOUR INTEREST.** YOU WILL NOT SUBLEASE OR OTHERWISE TRANSFER (EXCEPT TO YOUR ESTATE) ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and responsibilities.

**42. INDEMNITY.** You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to

unsworn falsifications to authorities, that he/she is Dawn Robinson  
(Name)  
attorney administrator of GMAC LLC, plaintiff herein, that  
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint

in Civil Action are true and correct to the best of his/her knowledge, information and belief.

Dawn S. Robinson  
(Signature)

WWR#6596215

FILED

1954

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

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

DOCKET # 103977  
NO: 08-573-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: HAROLD W. CHASE and BEVERLY A. CHASE

**SHERIFF RETURN**

NOW, April 01, 2008 AT 10:53 AM SERVED THE WITHIN COMPLAINT ON HAROLD W. CHASE DEFENDANT AT 422 MAIN ST., RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BEVERLY CHASE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**

012:40Lm  
JUL 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103977  
NO: 08-573-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: HAROLD W. CHASE and BEVERLY A. CHASE

**SHERIFF RETURN**

---

NOW, April 01, 2008 AT 10:53 AM SERVED THE WITHIN COMPLAINT ON BEVERLY A. CHASE DEFENDANT AT 422 MAIN ST., RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BEVERLY CHASE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103977  
NO: 08-573-CD  
SERVICES .2  
COMPLAINT

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: HAROLD W. CHASE and BEVERLY A. CHASE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3341823	20.00
SHERIFF HAWKINS	WELTMAN	3341823	45.21

Sworn to Before Me This

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

So Answers,

  
by Marilyn Hamer  
Chester A. Hawkins  
Sheriff

**FILED**

**JUL 14 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

HAROLD W CHASE  
BEVERLY A CHASE

Defendant

No. 2008-573-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6596215  
Judgment Amount \$ 7537.39

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

**FILED**

*610*  
*Any pt \$ 20.00*  
*7/11/08*  
**JUL 16 2008**

*1CC - Notice to*

*Debs.*

William A. Shaw  
Prothonotary/Clerk of Courts

*Statement to*  
*Atty*

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, HAROLD W CHASE  
BEVERLY A CHASE

, above named, in the default of an Answer, in the amount of \$7537.39 computed as follows:

Amount claimed in Complaint	\$6537.39
-----------------------------	-----------

Interest from date of judgment at the legal interest rate of 6.0% per annum	
--	--

Attorneys Fees	\$1000.00
----------------	-----------

TOTAL	\$7537.39
-------	-----------

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

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6596215

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 422 MAIN STREET RAMEY, PA 16671

COPY

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on 7/16/08

(xx)    Assumpsit Judgment in the amount  
         of \$7537.39 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

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

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         (xx) Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

HAROLD W CHASE  
422 MAIN STREET  
RAMEY, PA 16671  
BEVERLY A CHASE  
422 MAIN STREET  
RAMEY, PA 16671

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

1-888-434-0085

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

GMAC, LLC

Plaintiff

Case # 2008-573-CD

HAROLD W CHASE

Defendant(s)

IMPORTANT NOTICE

TO: HAROLD W CHASE  
422 MAIN STREET  
RAMEY, PA 16671

Date of Notice: 06/18/2008  
WWR#: 06596215

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

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

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

BY: Patrick Thomas Woodman  
PATRICK THOMAS WOODMAN  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 KOPPERS BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219

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

GMAC, LLC

Plaintiff

Case # 2008-573-CD

BEVERLY A CHASE

Defendant(s)

IMPORTANT NOTICE

TO: BEVERLY A CHASE  
422 MAIN STREET  
RAMEY, PA 16671

Date of Notice: 06/18/2008  
WWR#: 06596215

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

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BY: Patrick Thomas Woodman  
PATRICK THOMAS WOODMAN  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 KOPPERS BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219

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

GMAC, LLC

Case no: 2008-573-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

HAROLD W CHASE  
BEVERLY A CHASE

Defendant

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

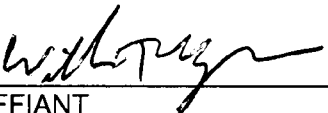
That he/she is the duly authorized agent of the Plaintiff in the  
within matter.

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

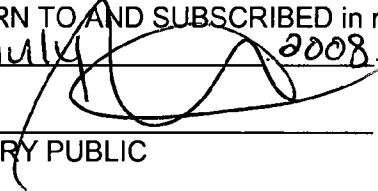
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,  
HAROLD W CHASE  
BEVERLY A CHASE  
is not in the military service.

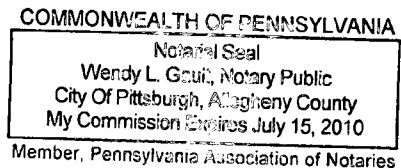
Affiant further states that this belief is supported by the attached certificate from the Defense  
Manpower Data Center (DMDC), which states that the Defendant, HAROLD W CHASE  
BEVERLY A CHASE  
, is not in the military service.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 3 day  
of July 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC



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

Department of Defense Manpower Data Center

JUL-02-2008 07:04:25



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

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

*Mary M. Snavely-Dixon*

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

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

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

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

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

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

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

Department of Defense Manpower Data Center

JUL-02-2008 07:04:47



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

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

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

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

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

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

COPY

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

GMAC, LLC  
Plaintiff(s)

No.: 2008-00573-CD

Real Debt: \$7,537.39

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harold W. Chase  
Beverly A. Chase  
Defendant(s)

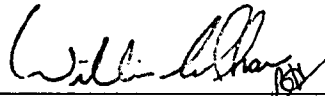
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 16, 2008

Expires: July 16, 2013

Certified from the record this 16th day of July, 2008.



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  
CIVIL DIVISION

GMAC, LLC

Plaintiff

vs.

HAROLD W CHASE AND  
BEVERLY A CHASE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee,

No. 2008-573-CD

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT and LEVY)**

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#06596215

9 FILED *Any pd.*  
*20.00*  
*2/13/2008*  
APR 20 2008 *3CC & lowry*  
*to Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE AND  
BEVERLY A CHASE

Defendant

FIRST COMMONWEALTH BANK,

Garnishee


**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against HAROLD W CHASE AND BEVERLY A CHASE, Defendant
3. against FIRST COMMONWEALTH BANK, Garnishee
4. Judgment Amount \$ 7537.39
- Less payments of \$ 514.79
- Interest \$ 498.28
- Costs \$
- SUBTOTAL:** \$ 7520.88
- Costs (to be added by Prothonotary): **Prothonotary costs** \$ 135.00

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

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

GMAC, LLC  
Plaintiff

No. 2008-573-CD

vs.

HAROLD W CHASE AND  
BEVERLY A CHASE

Defendant

FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

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

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

FILED

APR 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Copy

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE AND  
BEVERLY A CHASE  
Defendant

FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HAROLD W CHASE AND BEVERLY A CHASE  
Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK, as garnishee, 14303 Clearfield Shawville Hwy Clearfield, PA 16830 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 7520.88

Costs to be added..... \$ \_\_\_\_\_

**Prothonotary costs**

135.00

Prothonotary

*William L. Shaw*

Deputy

DATED: 4/20/09  
WWR#06596215

**RECEIVED**

**APR 27 2009**

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

GMAC, LLC

Plaintiff

No. 2008-573-CD

vs.

**INTERROGATORIES IN ATTACHMENT  
FIRST COMMONWEALTH BANK**

HAROLD W CHASE AND  
BEVERLY A CHASE

Defendant

and

FIRST COMMONWEALTH BANK

Garnishee

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

**FILED** *NO CC*  
*M/10:45/6/1*  
*MAY 01 2009* *(60)*  
William A. Shaw  
Prothonotary/Clerk of Court

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.: 2008-573-CD

HAROLD W CHASE AND  
BEVERLY A CHASE  
Defendant

and

FIRST COMMONWEALTH BANK  
Garnishee

TO: FIRST COMMONWEALTH BANK  
14303 Clearfield Shawville Hwy  
Clearfield, PA 16830

Suggested Reference No.: XXX-XX-0889 and 3353

RE: HAROLD AND BEVERLY CHASE  
422 MAIN STREET  
RAMEY PA 16671

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

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

### INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

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

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

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

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

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

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

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

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

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

By: William T. Molczan  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes, checking account number 7110152462 into Harold W. Chase or Beverly A. Chase with a current balance of \$1,319.70.
  - a. See #1 above
2. No
3. No
4. No
5. No
6. No
7. Client receives recurring direct deposits but do not know if deposits are exempt.
8. No

## VERIFICATION

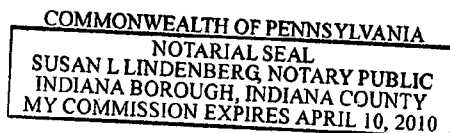
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF INDIANA )

On this 28<sup>th</sup> day of Apr. 1 2009 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

  
James Boyle, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
This 28<sup>th</sup> day of April 2009

Susan L. Lindenberg  
Notary Public



**FILED**

**MAY 01 2009**

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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SUSAN LINDENBERG, NOTARY PUBLIC  
IN HANNA BOROUGH, INDIANA COUNTY  
MY COMMISSION EXPIRES APRIL 10, 2012

FILED ICC Atty  
m/11:45am  
JUN 16 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

No. 2008-573-CD

vs.

**PRAECIPE TO SETTLE, DISCONTINUE  
& END AS TO THE GARNISHEE  
FIRST COMMONWEALTH BANK ONLY**

HAROLD W CHASE  
AND BEVERLY A CHASE

Defendant

FIRST COMMONWEALTH BANK

Garnishee

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C Warmbrodt, Esquire  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06596215

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
AND BEVERLY A CHASE

Defendant

FIRST COMMONWEALTH BANK

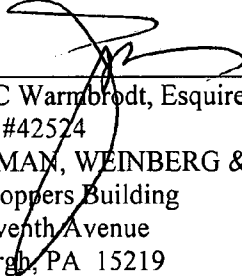
Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END**  
**AS TO THE GARNISHEE, FIRST COMMONWEALTH BANK, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, FIRST  
COMMONWEALTH BANK, only, upon the records of the Court and mark the cost paid.

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


By:   
James C Warmbrodt, Esquire  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

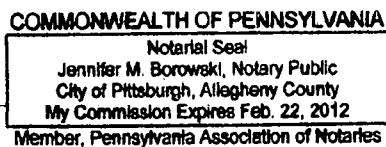
WWR#06596215

Sworn to and subscribed

Before me the 30<sup>th</sup>

Day of May 2009.

  
NOTARY PUBLIC



**FILED**

**JUN 16 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

MAY 06 2010

PA 12:10/ W  
William A. Shaw  
Prothonotary/Clerk of Courts

6 cert w/ 6 writs  
TO SHCL

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

GMAC, LLC

Plaintiff

No. 2008-573-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT and LEVY)**

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#06596215

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against HAROLD W CHASE and BEVERLY A CHASE, Defendant
3. against M&T BANK and FIRST COMMONWEALTH BANK, Garnishee

4. Judgment Amount	\$	7,537.39
Less payments of	\$	3,454.49
Interest	\$	882.07
Costs	\$	
<b>SUBTOTAL:</b>	<b>\$</b>	<b>4,964.97</b>

Costs (to be added by Prothonotary):

**Prothonotary costs** \$ 155.00

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

By: 

Matthew D. Urban, Esquire  
PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE and  
BEVERLY A CHASE  
Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HAROLD W CHASE and BEVERLY A CHASE  
Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of M7T BANK and FIRST COMMONWEALTH BANK, as garnishee, 146 SPRING STREET HOUTZDALE, PA 16651 and 709 HANNAH STREET HOUTZDALE, PA 16651 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due .....\$ 4,964.97

Costs to be added..... \$ \_\_\_\_\_ Prothonotary costs \$ 155.00

Prothonotary

  
\_\_\_\_\_  
Deputy

DATED: 5-6-10  
WWR#06596215

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

GMAC, LLC  
Plaintiff

No. 2008-573-CD

vs.

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

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

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

GMAC, LLC

Plaintiff

No. 2008-573-CD

vs.

**INTERROGATORIES IN ATTACHMENT  
M&T BANK and FIRST COMMONWEALTH BANK**

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

and

M&T BANK and  
FIRST COMMONWEALTH BANK

Garnishee

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, Esquire  
PA I.D. #90963  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.: 2008-573-CD

HAROLD W CHASE and  
BEVERLY A CHASE  
Defendant

and

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

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

Suggested Reference No.: XXX-XX-0889  
Suggested Reference No.: XXX-XX-3353

FIRST COMMONWEALTH BANK  
709 HANNAH STREET  
HOUTZDALE, PA 16651

RE: HAROLD W CHASE  
422 MAIN ST  
RAMEY, PA 16671

BEVERLY A CHASE  
POB 212  
RAMEY, PA 16671

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

### INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06596215

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

William A. Shaw  
Prothonotary/Clerk of Courts

MAY 06 2010

FILED

RECEIVED  
MAY 25 2010

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

FILED

5 JUN 01 2010  
m/8-30/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
no C/L (30)

GMAC, LLC

Plaintiff

No. 2008-573-CD

vs.

INTERROGATORIES IN ATTACHMENT  
M&T BANK and FIRST COMMONWEALTH BANK

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

and

M&T BANK and  
FIRST COMMONWEALTH BANK

Garnishee

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, Esquire  
PA I.D. #90963  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06596215

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.: 2008-573-CD

HAROLD W CHASE and  
BEVERLY A CHASE  
Defendant

and

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

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

Suggested Reference No.: XXX-XX-0889  
Suggested Reference No.: XXX-XX-3353

FIRST COMMONWEALTH BANK  
709 HANNAH STREET  
HOUTZDALE, PA 16651

RE: HAROLD W CHASE  
422 MAIN ST  
RAMEY, PA 16671

BEVERLY A CHASE  
POB 212  
RAMEY, PA 16671

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

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

### INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06596215

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes
  - a. Checking account number 7110152462 into Harold W. Chase or Beverly A. Chase with a current balance of zero.
2. No
3. No
4. No
5. No
6. No
7. No
8. See #1a above
9. May 25, 2010
10. May 25, 2010
11. N/A
12. N/A

## VERIFICATION

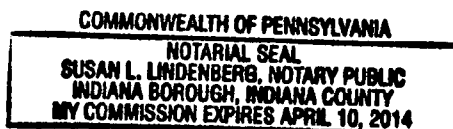
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF INDIANA

On this 26<sup>th</sup> day of May 2010 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JANICE YATSKO, who being duly sworn according to law, acknowledged that she is Assistant Operations Manager of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

  
Janice Yatsko, Assistant Operations Manager  
First Commonwealth Bank

Sworn and subscribed to before me  
This 26<sup>th</sup> day of May 2010

Susan L Lindenberg  
Notary Public



**CERTIFICATE OF SERVICE**

I hereby certify that on May 27, 2010 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

**VIA CERTIFIED U.S. MAIL**

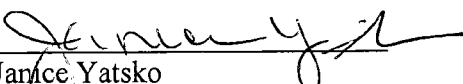
*Harold W. Chase  
Beverly A. Chase  
422 Main St.  
PO Box 212  
Ramey, PA 16671-0212*

*As Defendant*

**VIA REGULAR U.S. MAIL**

*Matthew D. Urban, Esquire  
Weltman, Weinberg & Reis Co., LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219*

*As Plaintiff*

  
Janice Yatsko  
Assistant Operations Manager  
First Commonwealth Bank

FILED  
JUN 01 2010  
Prothonotary/Clerk of Courts  
William A. Staw

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

BY: Matthew D. Urban, Esquire

I.D. No.90963

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 06596215

Attorney for Plaintiff(s)

FILED

JUN 25 2010

3cc Atty  
Urban

4

William A. Shaw  
Prothonotary/Clerk of Courts

GMAC, LLC

CLEARFIELD County  
Court of Common Pleas

vs.

HAROLD W CHASE and  
BEVERLY A CHASE

NO. 2008-573-CD

and

M&T BANK and  
FIRST COMMONWEALTH BANK

Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

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

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

By

Matthew D. Urban, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 16 Day of JUNE, 2010

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

FILED

JUN 25 2010

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21168  
NO: 08-573-CD

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: HAROLD W. CHASE AND BEVERLY A. CHASE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 5/6/2010

LEVY TAKEN 9/18/2010 @ 10:41 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/28/2011

DATE DEED FILED

PROPERTY ADDRESS 422 MAIN STREET RAMEY , PA 16671

FILED  
01913301  
FEB 28 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$192.76

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2011

So Answers,

*Chester A. Hawkins*  
*Deputy Anthony Butler - Clearfield*

Chester A. Hawkins  
Sheriff

GMAC, LLC

vs

HAROLD W. CHASE AND BEVERLY A. CHASE

---

1 6/18/2010 @ 10:41 AM SERVED HAROLD W. CHASE

SERVED HAROLD W. CHASE, DEFENDANT, AT HIS RESIDENCE 422 MAIN STREET, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HAROLD CHASE

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

---

2 6/18/2010 @ 10:41 AM SERVED BEVERLY W. CHASE

SERVED BEVERLY W. CHASE, DEFENDANT, AT HER RESIDENCE 422 MAIN STREET, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HAROLD CHASE, HUSBAND/CO-DEFENDANT

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

---

3 5/25/2010 @ 9:30 AM SERVED M&T BANK

SERVED M&T BANK GARNISHEE, BY HANDING TO CHERYL L. PERAA, TELLER FOR M&T BANK AT HER PLACE OF EMPLOYMENT 146 SPRING STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA

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

---

4 5/25/2010 @ 9:20 AM SERVED FIRST COMMONWEALTH BANK

SERVED FIRST COMMONWEALTH BANK, GARNISHEE, BY HANDING TO SANDRA L. ZAPSKEY, TELLER SERVICE SUPERVISOR FOR FIRST COMMONWEALTH BANK AT HER PLACE OF EMPLOYMENT 709 HANNAH STREET,

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

---

@

SERVED

NOW SEPTEMBER 15, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR OCTOBER 8, 2010 AND CLOSE THE WRIT THE DEFENDANT SET UP PAYMENT

---

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

GMAC, LLC  
Plaintiff

No. 2008-573-CD

vs.

HAROLD W CHASE and  
BEVERLY A CHASE

Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

(a) I desire that my statutory \$300.00 exemption be:  
☐ (1) set aside in kind (specify property, to be set aside in kind:

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

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

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE and  
BEVERLY A CHASE  
Defendant

M&T BANK and  
FIRST COMMONWEALTH BANK  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HAROLD W CHASE and BEVERLY A CHASE  
Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of M7T BANK and FIRST COMMONWEALTH BANK, as garnishee, 146 SPRING STREET HOUTZDALE, PA 16651 and 709 HANNAH STREET HOUTZDALE, PA 16651 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due ..... \$ 4,964.97

Costs to be added..... \$

Prothonotary costs \$ 155.00  
Prothonotary

Received this writ this 6th day  
of May A.D. 2010  
At 3:00 A.M./P.M.

Charles A. Henderson  
Sheriff  
Deputy

DATED: 5-6-10  
WWR#06596215

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME HAROLD W. CHASE

NO. 08-573-CD

NOW, February 26, 2011, 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 Harold W. Chase And Beverly A. Chase 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
SERVICE	9.00
MILEAGE	21.00
LEVY	20.00
MILEAGE	21.00
POSTING	9.00
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.76
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	63.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$192.76</b>

DEBT-AMOUNT DUE	4,964.97
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	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,217.73</b>

**COSTS:**

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

SHERIFF COSTS	192.76
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$192.76</b>
--------------------	-----------------

<b>TOTAL COSTS</b>	<b>\$5,217.73</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

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

ATTORNEYS AT LAW  
1400 Koppers Bldg., 436 7<sup>th</sup> Ave.  
Pittsburgh, PA 15219  
Main Phone: 412 434-7955  
Fax Number: 412 434-7959  
www.weltman.com

**Fax Transmittal**

Date: 9/15/2010 No. of Pages: 1  
To: Clearfield Sheriff's Office Fax Number: 814.765.5915  
From: Samantha Peterson Direct Line: 412.338.7126

**Comments**

Caption: GMAC, LLC v. HAROLD W CHASE and BEVERLY A CHASE Docket Number: 2008-573-CV WWR  
Number: 06596215

Please cancel the sale scheduled on the above case AND close the writ out in your office. Thank you. The  
defendant has set up payments.

**CONFIDENTIALITY NOTICE**

Cincinnati, OH • Cleveland, OH • Columbus, OH • Detroit, MI • Mount Holly, NJ • Philadelphia, PA  
The documents accompanying this telecopy transmission contain confidential information belonging to the sender which is legally privileged. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone to arrange for return of the original documents to us.

FILED

FEB 28 2011

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20963  
NO: 08-573-CD

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: HAROLD W CHASE AND BEVERLY A. CHASE  
Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 4/20/2009

LEVY TAKEN 6/15/2009 @ 9:50 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT \$2,494.49 PLUS COSTS

WRIT RETURNED 2/22/2011

DATE DEED FILED

PROPERTY ADDRESS 422 MAIN STREET RAMEY , PA 16671

**FILED**  
0/10:23am  
FEB 22 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

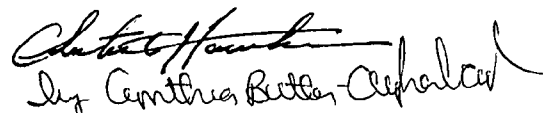
SHERIFF HAWKINS \$200.00

SURCHARGE \$30.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2011

So Answers,

  
Chester A. Hawkins  
Sheriff

GMAC, LLC

vs

HAROLD W CHASE AND BEVERLY A. CHASE

---

1 9/2/2009 @ SERVED HAROLD W. CHASE

SERVED HAROLD W. CHASE, DEFENDANT, BY REG & CERT MAIL TO 422 MAIN STREET, P. O. BOX 212, RAMEY, PENNSYLVANIA CERT #70083230000335907952. SIGNED FOR BY HAROLD CHASE

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

---

2 9/2/2009 @ SERVED BEVERLY A. CHASE

SERVED BEVERLY A. CHASE, DEFENDANT, BY REG & CERT MAIL TO 422 MAIN STREET, P.O. BOX 212, RAMEY, PENNSYLVANIA CERT #70083230000335907969. SIGNED FOR BY HAROLD CHASE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXEUTION AND COPY OF THE LEVY.

---

3 4/24/2009 @ 11:00 AM SERVED FIRST COMMONWEALTH BANK

SERVED FIRST COMMONWEALTH BANK, GARNISHEE, BY HANDING TO DIANNE LITZINGER, MARNAGER FOR FIRST COMMONWEALTH BANK, AT HER PLACE OF EMPLOYMENT, FIRST COMMONWEALTH BANK, 14303 CLFD

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

---

4 10/1/2009 @ 2:45 PM SERVED HAROLD W. CHASE

SERVED HAROLD W. CHASE, DEFENDANT, AT HIS RESIDENCE 422 MAIN STREET, RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BEVERLY CHASE, WIFE/CO-DEFENDANT

A NOTICE OF SALE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

---

5 10/1/2009 @ 2:45 PM SERVED BEVERLY A CHASE

SERVED BEVERLY A. CHASE, DEFENDANT, AT HER RESICENCE 422 MAIN STREET, RAMEY, CLEARFIELD COUTY, PENNSYLVANIA BY HANDING TO BEVERLY A CHASE.

A NOTICE OF SALE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

---

@ SERVED

NOW, OCTOBER 1, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR NOVEMBER 20, 2009 THE DEFENDANTS PAID \$2,494.49 TO CURE THE DEFAULT.

---

@ SERVED

NOW, FEBRUARY 22, 2011 RETURN WRIT AS TIME EXPIRED

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE AND  
BEVERLY A CHASE  
Defendant

FIRST COMMONWEALTH BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HAROLD W CHASE AND BEVERLY A CHASE  
Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK, as garnishee, 14303 Clearfield Shawville Hwy Clearfield, PA 16830 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

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

Amount due ..... \$ 7520.88

Costs to be added..... \$

**Prothonotary costs**

Prothonotary

135.00

Deputy

DATED: 4/20/09  
WWR#06596215

Received this writ this 20th  
of April A.D. 2009  
At 2:00 A.M. PM  
Sheriff Donna A. Haudrich  
Dog Cynthia K. Little - Clearfield

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME HAROLD W. CHASE

NO. 08-573-CD

NOW, February 19, 2011, 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 Harold W Chase And Beverly A. Chase 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 \$2,494.49 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	23.10
LEVY	20.00
MILEAGE	23.10
POSTING	13.64
HANDBILLS	
COMMISSION	49.89
POSTAGE	1.68
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	7.59
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	2,494.49
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	4.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$200.00</b>

DEBT-AMOUNT DUE	7,520.88
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$7,885.88</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	200.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$335.00</b>
<b>TOTAL COSTS</b>	<b>\$7,885.88</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

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HAROLD W. CHASE  
422 MAIN STREET  
RAMEY, PA 16671

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*x Harold Chase* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

HAROLD CHASE

C. Date of Delivery

09/04/09

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 3230 0003 3590 7952

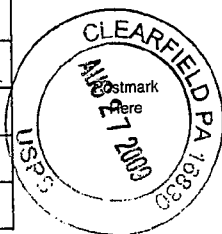
Domestic Return Receipt

102595-02-M-154

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

Postage \$  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees \$ 5.54



Sent To

HAROLD W. CHASE  
Street, Apt. No.,  
or PO Box No. 422 MAIN STREET  
City, State, ZIP+4 RAMEY, PA 16671

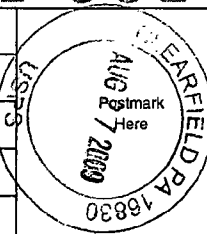
PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

Postage \$  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees \$ 5.54



Sent To

BEVERLY A. CHASE  
Street, Apt. No.,  
or PO Box No. 422 MAIN STREET  
City, State, ZIP+4 RAMEY, PA 16671

PS Form 3800, August 2006

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BEVERLY A. CHASE  
422 MAIN STREET  
RAMEY, PA 16671

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*x Harold Chase* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

HAROLD CHASE

C. Date of Delivery

09/04/09

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 3230 0003 3590 7969

Domestic Return Receipt

102595-02-M-154

**WELTMAN, WEINBERG & REIS Co., L.P.A.**

ATTORNEYS AT LAW  
2718 Koppers Bldg., 436 7<sup>th</sup> Ave.  
Pittsburgh, PA 15219  
Main Phone: 412 434-7955  
Fax Number: 412 434-7959  
www.weltman.com

## Fax Transmittal

Date: 10/1/2009 No. of Pages: 1  
To: SHERIFF OFFICE Fax Number: 814 765 5915  
From: Samantha Shields Direct Line: 412 338 7132

### Comments

Caption: GMAC, LLC VS CHASE Docket Number: 2008-573-CD WWR Number: 06596215

Please cancel the sale scheduled on the above case. Thank you. Funds were not received on this case in the amount of \$2494.49.



Cincinnati, OH • Cleveland, OH • Columbus, OH • Detroit, MI • Mount Holly, NJ • Philadelphia, PA

### CONFIDENTIALITY NOTICE

The documents accompanying this telecopy transmission contain confidential information belonging to the sender which is legally privileged. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone to arrange for return of the original documents to us.

**FILED**

**FEB 22 2011**

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC  
Plaintiff

No. 2008-573-CD

vs.

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

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK,  
Garnishee(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

**FILED**  
MAY 31 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att. pd. 20.00  
8cc @ 8writs  
to sheriff

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

**PRAECIPE FOR WRIT OF EXECUTION**

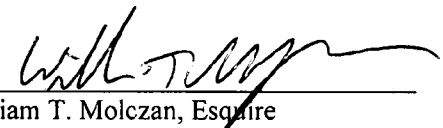
TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against HAROLD W CHASE BEVERLYA BEVERLY , Defendant
3. against CNB BANK, M & T BANK, NORTHWEST SAVINGS BANK, Garnishee
4. 

Judgment Amount	\$	\$7,537.39
Less payments/credits received	\$	6069.7
Interest	\$	\$248.26
Costs	\$	
<b>SUBTOTAL:</b>	<b>\$</b>	<b>\$1,715.95</b>
Costs (to be added by Prothonotary):	\$	<u>\$ 175.00</u>

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

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

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: HAROLD W CHASE BEVERLY A CHASE Defendant(s);  
You are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK; M & T BANK; NORTHWEST SAVINGS BANK, AS GARNISHEE, PO BOX 42, 1 S SECOND ST CLEARFIELD, PA 16830; 146 SPRING ST HOUTZDALE, PA 16651; 1900 RIVER RD CLEARFIELD, PA 16830 and to notify the garnishee that:

- a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
- Amount due .....\$ 1,715.95

Costs to be added..... \$

Prothonotary 175.00 Prothonotary costs

*Willie L. Hays* 5/31/11

WWR No. 6596215

DATED: \_\_\_\_\_

Deputy

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK NORTHWEST SAVINGS BANK  
Garnishee(s)

**WRIT OF EXECUTION**  
**NOTICE**

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

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

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

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

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

**FILED**

**MAY 31 2011**

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

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

**INTERROGATORIES IN ATTACHMENT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

**FILED** *no cc*  
*10:48 AM*  
**MAY 31 2011**  
*S*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

TO: CNB BANK, PO BOX 42, 1 S SECOND ST, CLEARFIELD, PA 16830  
M & T BANK, 146 SPRING ST, HOUTZDALE, PA 16651  
NORTHWEST SAVINGS BANK 1900 RIVER RD CLEARFIELD, PA 16830

RE: HAROLD W CHASE, 422 MAIN STREET, RAMEY, PA 16671  
BEVERLY A CHASE, POB 212, RAMEY, PA 16671

Suggested Reference No.: XXX-XX-0889  
XXX-XX-3353

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

## **INTERROGATORIES IN ATTACHMENT**

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

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

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

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

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

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

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

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

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

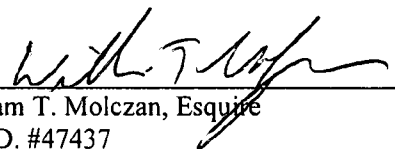
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

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

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

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

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

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

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

**FILED**

**MAY 31 2011**

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

To Deputy 6/2/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-573-CD

GMAC, LLC

vs

SERVICE # 1 OF 5

HAROLD W. CHASE, BEVERLY A. CHASE

TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS BANK, Garnishees

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/29/2011 **RUSH** HEARING: PAGE: 108532

DEFENDANT: CNB BANK, Garnishee  
ADDRESS: PO BOX 42, 1 S. SECOND ST.  
CLEARFIELD, PA. 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 6-3-2011 AT 9:51 (AM) PM **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee, DEFENDANT

BY HANDING TO Cindy Pearce, PIC

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

ADDRESS SERVED PO. Box 42, 1 S. Second ST.  
CLEARFIELD, PA. 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CNB BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

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

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

JAMES E. DAVIS  
Print Deputy Name

FILED

JUN 03 2011

William A. Shaw  
Prothonotary/Clerk of Courts

To Deputy 6/2/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-573-CD

GMAC, LLC

vs

SERVICE # 3 OF 5

HAROLD W. CHASE, BEVERLY A. CHASE

TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS BANK, Garnishees

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/29/2011

**RUSH**

HEARING:

PAGE: 108532

DEFENDANT:

NORTHWEST SAVINGS BANK, Garnishee

ADDRESS:

1900 RIVER RD

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 6-3-2011 AT 9:45 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON NORTHWEST SAVINGS BANK, Garnishee,  
DEFENDANT

BY HANDING TO Renee Brewer, P.I.C.

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

ADDRESS SERVED 1900 River Rd.  
Clearfield, Pa. 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR NORTHWEST SAVINGS BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO NORTHWEST SAVINGS BANK, Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*James E. Davis*  
Deputy Signature

James E. Davis  
Print Deputy Name

FILED

JUN 03 2011

William A. Shaw  
Prothonotary/Clerk of Courts

To Deputy 6/2/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-573-CD

GMAC, LLC

vs

SERVICE # 2 OF 5

HAROLD W. CHASE, BEVERLY A. CHASE

TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS BANK, Garnishees

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/29/2011

**RUSH**

HEARING:

PAGE: 108532

DEFENDANT:

M&T BANK, Garnishee

ADDRESS:

146 SPRING ST

HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 6-6-11 AT 12:15 AM / PM **SERVED** THE WITHIN

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

BY HANDING TO Cheryl Perna / Teller.

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

ADDRESS SERVED 146 Spring St. Houtzdale, Pa. 16651

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

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

AT (ADDRESS) \_\_\_\_\_

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

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

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevlin  
Deputy Signature

Jerome M. Nevlin  
Print Deputy Name

FILED

JUN 07 2011

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108532

4 of 5

GMAC, LLC

-vs-

HAROLD W. CHASE, BEVERLY A. CHASE  
TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS  
BANK, Garnishees

NO. 08-573-CD

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

**SHERIFF'S RETURN**

NOW JUNE 9, 2011 MAILED THE WITHIN:  
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE  
TO: BEVERLY A. CHASE, DEFENDANT  
AT: 422 MAIN STREET, PO BOX 212, RAMEY, PA. 16671  
IN THE S.A.S.E.

FILED  
01/14/2011  
JUL 08 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108532

5 of 5

GMAC, LLC

NO. 08-573-CD

-vs-

HAROLD W. CHASE, BEVERLY A. CHASE  
TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS  
BANK, Garnishees

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

**SHERIFF'S RETURN**

NOW JUNE 9, 2011 MAILED THE WITHIN:  
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE  
TO: HAROLD W. CHASE, DEFENDANT  
AT: 422 MAIN STREET, PO BOX 212, RAMEY, PA. 16671  
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108532  
NO: 08-573-CD  
SERVICES 5

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: HAROLD W. CHASE, BEVERLY A. CHASE

TO: CNB BANK, M&T BANK & NORTHWEST SAVINGS BANK, Garnishees

SHERIFF RETURN

---

RETURN COSTS

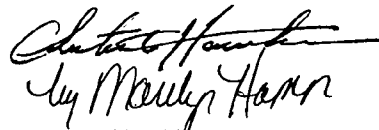
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	5195918	50.00
SHERIFF HAWKINS	WELTMAN	5195918	67.64

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2011

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

**JUN 09 2011**

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC, : NO. 2008-573-CD  
Plaintiff :  
vs. :  
HAROLD W. CHASE and :  
BEVERLY A. CHASE, :  
Defendants :  
and :  
CNB BANK, :  
Garnishee :

**FILED** NO  
07/11/10 CC  
JUN 16 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

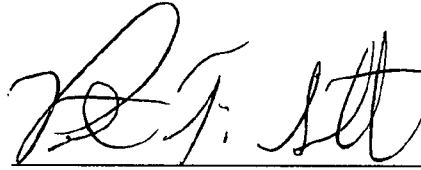
GARNISHEE'S ANSWERS TO INTERROGATORIES

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

1. Yes.
- 1a. Defendant Harold W. Chase maintains checking account number 6118673. The balance in the account on the date and time the Writ was served on CNB Bank was \$89.45 before deduction of CNB's \$160 processing fee for responding to this garnishment.
2. No.
3. No.
4. No.
5. No.
6. No.
7. Yes. This account receives regular deposits from the Pennsylvania Treasury Department which indicate that the payments are for payroll and other work related items.

8. Defendant would be entitled to the standard \$300 deduction under Pennsylvania law.
9. Friday, June 3, 2011.
10. Friday, June 3, 2011.
11. No.
12. N/A.

Date: 6-7-11

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

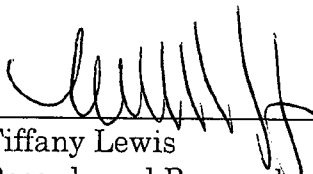
Peter F. Smith, Esquire  
Attorney for the Garnishee  
Attorney I.D. # 34291  
30 S. 2<sup>nd</sup> St., P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

## VERIFICATION

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

CNB Bank

Dated: 6-15-11

By:   
Tiffany Lewis  
Records and Research

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

GMAC, LLC,	:	NO. 2008-573-CD
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
HAROLD W. CHASE and	:	
BEVERLY A. CHASE,	:	
	:	
Defendants	:	
	:	
and	:	
	:	
CNB BANK,	:	
	:	
Garnishee	:	

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

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

U. S. FIRST CLASS MAIL  
William T. Molczan, Esquire  
Weltman, Weinberg & Reis, Co. LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

CERTIFIED MAIL &  
U. S. FIRST CLASS MAIL  
Harold W. Chase  
422 Main Street  
PO Box 212  
Ramey, PA 16671

Respectfully submitted,



Date:

---

Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 S. 2<sup>nd</sup> St.  
Clearfield, PA 16830  
(814) 765-5595

FILED

JUN 16 2011

William A. Shaw  
Promulgatory/Clerk of Courts

FILED  
JUN 14 2011

JUN 14 - 7 AM 8:34

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

*Answers*

**INTERROGATORIES IN ATTACHMENT**

CND BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

FILED ON BEHALF OF:  
Plaintiff

**FILED**  
JUN 14 2011  
m/12:14pm

ICC  
mat  
Bank.  
EID

William A. Shaw  
COUNSEL OF RECORD OF Prothonotary/Clerk of Courts  
THIS PARTY:

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

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE  
Defendant(s)

CNB BANK  
M & T BANK  
NORTHWEST SAVINGS BANK  
Garnishee(s)

TO: CNB BANK, PO BOX 42, 1 S SECOND ST, CLEARFIELD, PA 16830  
M & T BANK, 146 SPRING ST, HOUTZDALE, PA 16651  
NORTHWEST SAVINGS BANK 1900 RIVER RD CLEARFIELD, PA 16830

RE: HAROLD W CHASE, 422 MAIN STREET, RAMEY, PA 16671  
BEVERLY A CHASE, POB 212, RAMEY, PA 16671

Suggested Reference No.: XXX-XX-0889  
XXX-XX-3353

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

## INTERROGATORIES IN ATTACHMENT

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

Yes

Balances Provided  
May not Reflect Unposted  
Transactions or Legal  
Document Processing Fees

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

Checking 9830041167 \$ 303.72 -Joint  
9849191771 \$ 5.48 -Joint

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time, did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.S. § 8123? If so, identify each account. **NO**

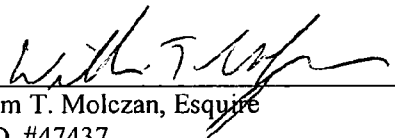
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution. **6/6/11**

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution. **6/6/11**

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

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

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

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

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is \_\_\_\_\_

Melissa M. Peters  
M&T Bank  
(Name)

Ida of M&T, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

**JUN 16 2011**

Melissa M. Peters  
(SIGNATURE)

FILED

JUN 20 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC,  
Plaintiff  
vs.  
HAROLD W. CHASE and  
BEVERLY A. CHASE,  
Defendants  
and  
CNB BANK,  
Garnishee

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NO. 2008-573-CD

FILED NO  
010:358 CC  
JUN 29 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
(CR)

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

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

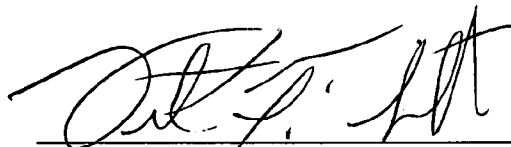
U. S. FIRST CLASS MAIL  
William T. Molczan, Esquire  
Weltman, Weinberg & Reis, Co. LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

CERTIFIED MAIL &  
U. S. FIRST CLASS MAIL  
Harold W. Chase  
422 Main Street  
PO Box 212  
Ramey, PA 16671

Respectfully submitted,

Date:

6-28-11



Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 S. 2<sup>nd</sup> St.  
Clearfield, PA 16830  
(814) 765-5595

FILED

JUN 20 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

BY: James C Warmbrodt, Esquire  
I.D. No.42524  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
Phone: 412.434.7955  
Fax: 412.434.7959  
File # 6596215

Attorney for Plaintiff(s)

**FILED**

JUL 11 2011

William A. Shaw  
Prothonotary/Clerk of Courts

GMAC, LLC

Clearfield County  
Court of Common Pleas

vs.

HAROLD W CHASE BEVERLY A CHASE

NO. 2008-573-CD

and

NORTHWEST SAVINGS BANK

Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), NORTHWEST SAVINGS BANK, only.

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

By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 29 day of June, 2011

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wendy L. Gault, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2014

Member, Pennsylvania Association of Notaries

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

GMAC, LLC

Plaintiff

vs.

HAROLD W CHASE  
BEVERLY A CHASE

Defendants

CNB BANK

Garnishee

No. 2008-573-CD

PRAECIPE FOR JUDGMENT AGAINST  
GARNISHEE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, Esquire  
PA I.D.#90963  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6596215

**FILED** *Att. pd.*  
*mt:04/01* *20.00*  
*4* **JUL 12 2011** *icc and*  
*Notice to*  
William A. Shaw  
Prothonotary/Clerk of Courts *Garnishee*  
*GL*

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE

Defendants

CNB BANK

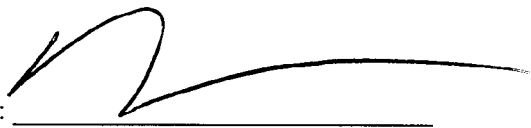
Garnishee

**PRAECIPE FOR JUDGMENT AGAINST GARNISHEE**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, CNB BANK , in the amount of \$974.60, which less than the amount Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendants, in answers to Interrogatories.

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

By: 

Matthew D. Urban, Esquire  
PA I.D.#90963

Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6596215

I hereby certify that the address of the Plaintiff is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Garnishee is: P.O. BOX 42, 1 SECOND ST, CLEARFIELD, PA 16830

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

GMAC, LLC,	:	NO. 2008-573-CD
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
HAROLD W. CHASE and	:	
BEVERLY A. CHASE,	:	
	:	
Defendants	:	
	:	
and	:	
	:	
CNB BANK,	:	
	:	
Garnishee	:	

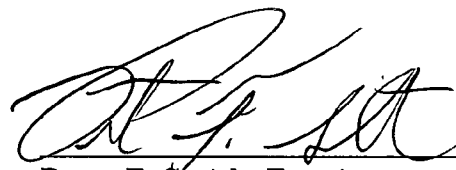
GARNISHEE'S AMENDED ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who files this Amendment to Answers to Interrogatories which CNB filed on June 7, 2011. Subsequent to CNB's first answer to these Interrogatories executed on June 7, 2011.

1a. Defendant had two direct deposits into this account on June 10, 2011. The balance now available after deduction of CNB's \$160 fee for responding to this garnishment is \$1,274.60.

CNB's Answers to the other Interrogatories remain unchanged.

Date: 6-24-11



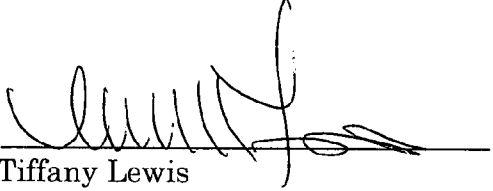
Peter F. Smith, Esquire  
Attorney for the Garnishee  
Attorney I.D. # 34291  
30 S. 2<sup>nd</sup> St., P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

## VERIFICATION

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

CNB Bank

Dated: 6-24-11

By:   
Tiffany Lewis  
Records and Research

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

GMAC, LLC,	:	NO. 2008-573-CD
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
HAROLD W. CHASE and	:	
BEVERLY A. CHASE,	:	
	:	
Defendants	:	
	:	
and	:	
	:	
CNB BANK,	:	
	:	
Garnishee	:	

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

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

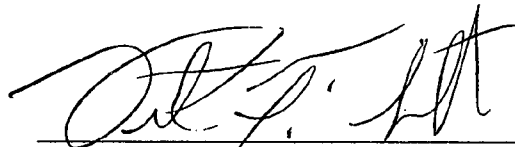
U. S. FIRST CLASS MAIL  
William T. Molczan, Esquire  
Weltman, Weinberg & Reis, Co. LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

CERTIFIED MAIL &  
U. S. FIRST CLASS MAIL  
Harold W. Chase  
422 Main Street  
PO Box 212  
Ramey, PA 16671

Respectfully submitted,

Date:

6-28-11



Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 S. 2<sup>nd</sup> St.  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

**JUL 12 2011**

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

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2008-573-CD

HAROLD W CHASE  
BEVERLY A CHASE

Defendants

CNB BANK

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☐ Defendant  
         ☒ Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 7/12/11

(xx)    Assumpsit Judgment in the amount  
         of \$974.60 plus costs.

(    )    Trespass Judgment in the amount  
         of \$ \_\_\_\_\_ plus costs.

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

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☐ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

CNB BANK  
P.O. BOX 42  
1 SECOND ST  
CLEARFIELD, PA 16830

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

BY: James C Warmbrodt, Esquire

I.D. No.42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6596215

Attorney for Plaintiff(s)

**FILED**

JUL 20 2011

William A. Shaw

Prothonotary/Clerk of Courts

1 Court to  
Hwy

GMAC, LLC

Clearfield County  
Court of Common Pleas

vs.

HAROLD W CHASE BEVERLY A CHASE

NO. 2008-573-CD

and

M & T BANK

Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

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

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

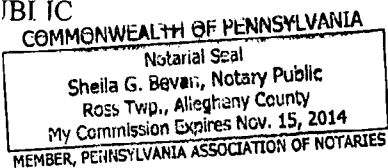
By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 14 day of July, 2011

NOTARY PUBLIC



FILED

JUL 20 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC,

Plaintiff

vs.

HAROLD W. CHASE and  
BEVERLY A. CHASE,

Defendants

and

CNB BANK,

Garnishee

NO. 2008-573-CD

**FILED** No CC.

07/10:48Lm  
AUG 16 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

I, Peter F. Smith, attorney for CNB Bank, Garnishee in the above captioned matter certify that I sent true and correct copies of 2<sup>nd</sup> Amended Answers to Interrogatories in aid of execution to the Attorney for the Plaintiff by U.S. First Class Mail and by U.S. Certified Mail to the Defendant as follows:

U. S. FIRST CLASS MAIL  
Matthew D. Urban, Esquire  
Weltman, Weinberg & Reis, Co. LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

CERTIFIED MAIL &  
U. S. FIRST CLASS MAIL  
Harold W. Chase  
422 Main Street  
PO Box 212  
Ramey, PA 16671

Respectfully submitted,

Date: 8-11-11



Peter F. Smith, Esquire  
Attorney for the Garnishee  
P.O. Box 130, 30 S. 2<sup>nd</sup> St.  
Clearfield, PA 16830  
(814) 765-5595

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

GMAC, LLC,	:	NO. 2008-573-CD
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
	:	
HAROLD W. CHASE and	:	
BEVERLY A. CHASE,	:	
	:	
Defendants	:	
	:	
and	:	
	:	
	:	
CNB BANK,	:	
	:	
Garnishee	:	

GARNISHEE'S 2<sup>nd</sup> AMENDED ANSWERS TO INTERROGATORIES


COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who files this 2<sup>nd</sup> Amendment to Amended Answers to Interrogatories which CNB filed on June 24, 2011. Subsequent to CNB's first answer to these Interrogatories executed on June 7, 2011.

1a. Defendant had two direct deposits into this account on June 10, 2011. The balance now available after deduction of CNB's \$160 fee for responding to this garnishment is \$2,424.00.

Defendant is entitled to his \$300 Statutory Exemption.

CNB's Answers to the other Interrogatories remain unchanged.

Date: 8-11-11

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

## VERIFICATION

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

CNB Bank

Dated: 8-12-11

By: Bonnie L Miller  
Bonnie Miller  
Records and Research

**FILED**

**AUG 16 2011**

William A. Shaw  
Prothonotary/Clerk of Courts

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

EY: James C Warmbrodt, Esquire

I.D. No. 42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6596215

Attorney for Plaintiff(s)

**FILED**

NOV 07 2011

Att. pd.  
\$7.00

William A. Shaw  
Prothonotary/Clerk of Courts

No CC  
GK

GMAC, LLC

Clearfield County  
Court of Common Pleas

vs.

HAROLD W CHASE BEVERLY A CHASE

NO. 2008-573-CD

and

CNB BANK

Garnishee(s)

**PRAECIPE TO SATISFY ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter satisfied as to Garnishee(s), CNB BANK, only.

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

By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 25 day of October, 2011



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sheila G. Bevan, Notary Public  
Ross Twp., Allegheny County  
My Commission Expires Nov. 15, 2014  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

FILED

ACV 07 2011

William A. Sharr  
Prothonotary/Clerk of Courts

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

BY: William T Molczan, Esquire

**Attorney for Plaintiff(s)**

I.D. No.47437

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6596215

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GMAC, LLC

Plaintiff

CLEARFIELD County  
Court of Common Pleas

vs.

NO. 2008-573-CD

HAROLD W CHASE

BEVERLY A CHASE

Defendant(s)

**PRAECIPE FOR SATISFACTION OF JUDGMENT**

TO THE PROTHONOTARY:

Please kindly Satisfy the Judgment of the above-captioned matter upon the records of the

Court and mark the cost paid.

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

By



William T Molczan, Esquire  
Attorney for Plaintiff

**FILED**

7/11:55 PM  
FEB 25 2013

William A. Shaw  
Prothonotary/Clerk of Courts

no cc  
Att. pd.  
\$7.00

6K

HAROLD W CHASE  
422 MAIN STREET  
RAMEY, PA 16671

BEVERLY A CHASE  
POB 212  
RAMEY, PA 16671

**FILED**

**FEB 25 2013**

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