

08-685-CD  
BB&T Credit vs Robert Thomas

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
 ) AND STATUTORY APPEALS ONLY

Plaintiff, )  
)  
)

) NO.: 08-685-CD

) vs.  
)  
)

ROBERT A. THOMAS, )  
)  
)

) TYPE OF PLEADING: Complaint  
in Civil Action - Replevin

Defendant. )  
)  
)

) FILED ON BEHALF OF: Plaintiff,  
BB&T CREDIT SERVICES, INC.

)  
)  
) COUNSEL OF RECORD FOR THIS  
PARTY:

)  
) Reed J. Davis, Esquire  
Pa. I.D. #00501

) DAVIS DAVIS ATTORNEYS  
a professional corporation  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
412-344-0400

FILED 1cc Sheriff  
m 11:53 AM  
APR 14 2008 Atty pd 95.00  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
 ) AND STATUTORY APPEALS ONLY  
 Plaintiff, )  
 vs. ) NO.:  
 )  
 ROBERT A. THOMAS, )  
 )  
 Defendant. )

**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 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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE**

**The Pennsylvania Bar Association**

**P.O. Box 186**

**Harrisburg, PA 17108**

**Telephone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC.,	)	CIVIL DIVISION, ARBITRATION
	)	AND STATUTORY APPEALS ONLY
	)	
Plaintiff,	)	NO.:
vs.	)	
	)	
ROBERT A. THOMAS,	)	
	)	
Defendant.	)	

COMPLAINT IN CIVIL ACTION - REPLEVIN

AND NOW comes BB&T Credit Services, Inc., by and through its counsel, Davis Davis Attorneys, a professional corporation, and makes this Complaint against the named Defendant and avers as follows:

1. BB&T Credit Services, Inc. is a lending institution duly authorized to conduct business in the Commonwealth of Pennsylvania with one of its principal offices located at 1 Piedmont Road, Charleston, WV 25301, hereinafter referred to as "Plaintiff."
2. Robert A. Thomas is an adult individual whose last known residence is 3050 Water Street 182, Mahaffey, PA 15757; hereinafter referred to as "Defendant."

COUNT I

3. On or about September 20, 2007, Defendant purchased a 2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880, and entered into a written Agreement for the payment of a portion of the purchase price. A true and correct copy of the aforesaid written agreement is marked Exhibit "A," attached hereto and made a part hereof.

4. The aforesaid written agreement provided for the retention of a security interest in the vehicle by seller.

5. The aforesaid written agreement was assigned for value to Plaintiff.

6. Plaintiff avers that the value of the aforesaid vehicle is \$14,000.00 and that said vehicle is in the Defendant's possession, but its exact whereabouts is unknown.

7. Defendant has defaulted under the terms of the aforesaid written agreement by failing to make payments when due.

8. Plaintiff is entitled to immediate possession of the aforesaid vehicle and has demanded same from the Defendant, who has failed and/or refused to deliver same to the Plaintiff.

WHEREFORE, Plaintiff claims judgment for possession of one (1) 2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880, with interest, costs, attorney's fees and damages for the unjust retention of said vehicle.

### **COUNT II**

9. The averments contained in paragraphs 1 through 8 of Plaintiff's Complaint are incorporated herein by reference as if fully set forth at length herein.

10. The balance due and owing on the September 20, 2007, agreement is as follows:

Principal	\$19,354.57
Interest due	\$ 1,291.72
Late Fees	\$ 32.48
Attorneys Fees (20%)	<u>\$ 3,870.91</u>

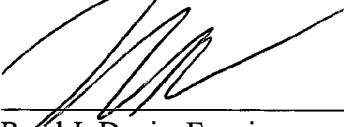
TOTAL: **\$24,549.68**

10. Under the terms of the aforesaid agreements, Plaintiff is entitled to interest at the rate of 14.69% per annum.

WHEREFORE, Plaintiff demands judgment against the Defendant in the total sum of \$24,549.68 with interest at the rate of 14.69% per annum, plus costs.

DAVIS DAVIS ATTORNEYS  
a professional corporation

BY:

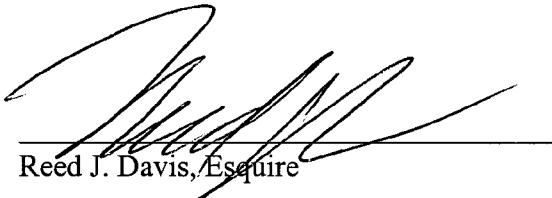


Reed J. Davis, Esquire  
Pa. I.D. #00501  
Attorney for Plaintiff  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
(412) 344-0400

VERIFICATION

I, Reed J. Davis, Esquire, state that I am not a party to the action but that at the request of the Plaintiff, and based upon knowledge, information, records, and documents supplied to me by the Plaintiff, the averments set forth in the foregoing Complaint in Civil Action - Replevin are true. A Verification executed by Plaintiff can be supplied at time of trial or upon request.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Reed J. Davis, Esquire

## BB&amp;T INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT (DENVER, COLORADO)

Last Name	First Name			
Promise to Pay You promise to pay us the Amount Financed shown below		944-0907680		as the Annual
Percentage Rate shown below, until paid in full.				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of \$
16.69 %	\$ 9877.43	\$ 19354.57	\$ 29232.00	\$ 29732.00

Payments: You will repay this contract in 72 consecutive monthly payments of \$ 106.00 commencing OCTOBER 10, 2007.

Security Interest: You give us a security interest in the property being purchased.

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

Late Charge: If payment is not paid in full within 10 days after it is due, you will pay a late charge. The charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Other Terms: You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

If you do not meet your contract obligations, you may lose the property.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price of Vehicle				
a. Vehicle Cash Price	\$ 15500.00			
b. Sales Tax	\$ 1110.00			
c. Total Cash Price	\$ 16610.00			
2. Down Payment				
a. Cash	\$ 500.00			
b. Trade-in Allowance	\$ 1300.00			
Less: Amount Owning	\$ 1352.57			
Net Trade-in:	\$ 0.00			
Trade-in: PONTIAC BONNEVILLE 2002 1C2HX54K124172844	Make	Model	Year	REG/LICN FEE
				\$ 73.50
c. Total Down Payment	\$ 500.00			
3. Unpaid Balance of Cash Price	\$ 16110.00			
4. Other Items Financed				
(Seller may retain a portion of these charges to the extent permitted by law)				
a. To: BRUSH VALLEY AUTO	\$ 52.57			
(for negative equity)				
b. Credit Life Insurance	\$ N/A			

\*SEE BUYER'S ORDER FOR BREAKDOWN OF FEES

## SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT:

You may prepay all or part of the amount you owe under this Contract at any time without penalty. Seller never charges or rebates unearned finance charges. If you default and Seller repossesses the property, Seller may (but need not) allow you to pay the amounts you owe Seller to get the property back and reinstate this Contract.

Credit Insurance: You are not required to purchase credit life or accident and health insurance. Upon the death of the insured, credit life insurance pays the scheduled unpaid part of the amount financed. During the disability of the buyer and subject to the benefit waiting period, accident & health insurance pays the scheduled monthly payments.

Type	Premium	Term		Signature(s)
Credit				
Single	\$ N/A	N/A	By signing, you select credit life insurance.	
Joint	\$ N/A			

Accident and Health	\$ N/A	N/A	By signing, you select accident and health insurance.
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Property Insurance: You may obtain property insurance from anyone acceptable to Seller.
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Debt Cancellation Coverage (Guaranteed Auto Protection - GAP): You are not required to purchase Debt Cancellation Coverage. Debt Cancellation Coverage pays the unpaid part of the amount financed if the property has been damaged and property insurance is not sufficient to cover the buyer's remaining liability under the contract. See the GAP addendum for complete details of your GAP coverage. The fee for Debt Cancellation Coverage is \$ 600.00. By signing, you request Debt Cancellation Coverage.

Contract: You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New Domo. Year No. Make Model Vehicle Number Manufacturer Serial No. Miles  
Used USED Model 2002 GM Trade Name CHEVROLET COLORADO Serial No. 1GCDT135948111880 39818  
Radio  Auto Trans.  Manual Trans.  Pwr. Steering  Pwr. Brakes  Pwr. Windows  Air Conditioning  Key Number

You grant to the seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.

The Annual Percentage Rate may be negotiable with the seller. The seller may assign this contract and retain its right to receive a part of the finance charge.

## No Liability Insurance Included

## Notice to Buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

DELANEY CHEVROLET BUICK HONDA

Other terms in the contract, if any, are not otherwise noted on the reverse side.

By \_\_\_\_\_

Authorized Signature

626 WATER STREET

Address

INDIANA PA 15701

ROBERT A. THOMAS 09/20/2007  
(Date)

596 MUSSET ST PO 42 COMMADORE PA 15729  
Address

Buyer #2 Signatures (Date)

Address

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED AN EXACT COPY OF THIS CONTRACT AND YOU AGREE TO BE JOINTLY AND SEVERALLY BOUND BY ITS TERMS, INCLUDING THOSE THAT APPEAR ON THE REVERSE SIDE.

ROBERT A. THOMAS

Buyer #2 Signature

Non-Buyer Co-Owner of Security: You agree to be fully bound by the security interest provisions of this contract, waive prepayment, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this contract.

Guarantor: By signing below, you guarantee payment and performance of all of the obligations set forth in this agreement, waive prepayment, notice of dishonor, and the benefits of any state exemption law as to the property being purchased, and agree to any extension of time or other modifications that may be granted in connection with this agreement.

Guarantor #1 Signature \_\_\_\_\_ Date \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Guarantor #2 Signature \_\_\_\_\_ Date \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Buyer #1 Home Phone: (724) 251-9975 Buyer #2 Home Phone: ( ) \_\_\_\_\_

Social Security Number (Buyer #1) \_\_\_\_\_ Social Security Number (Buyer #2) \_\_\_\_\_

Driver's License Number (Buyer #1) \_\_\_\_\_ Driver's License Number (Buyer #2) \_\_\_\_\_

ORIGINAL

EXHIBIT

tabbles

A

**ADDITIONAL TERMS (PENNSYLVANIA)**

**Finance Charges:** This is a simple finance charges contract. Finance charges will accrue on the unpaid balance on a daily basis. Payments will be applied first to accrued finance charges, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed. The Seller may retain a portion of the finance charges. The APR may be negotiable with the Seller.

**Definitions:** "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller, or the Sellers and anyone to whom the Seller assigns this contract.

**Security, Ownership and Care of Property:** You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interests against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a tax cab or delivery vehicle or in violation of any law.

**Insurance; Taxes:** You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract.

**Prepayment:** You have the right to repay the unpaid balance in full or in part at any time.

**Default and Repossession:** You will be in default:

**TERMINATION** (Continued)

1. If you fail to make any payment within 10 days of its due date.

2. If you break any other promise you have made to us in this agreement or in connection with any other agreement with us.

3. If you die, become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.

4. If any property securing this agreement is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.

5. If you make any false or misleading statement(s) in connection with this agreement.

If you are in default, we may consider all remaining payments to be due and payable, without giving you notice. You agree that our rights of possession will be greater than yours. You will deliver the property to us at our request, or we may use lawful means to take it ourselves without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. You agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

To the extent permitted by law, we may add to what you owe us any fees paid for the costs of repossession and sale or for enforcing your obligations. In the event it becomes necessary for counsel employed or retained by us to institute legal proceedings to collect your obligation or protect any security, you agree to pay our attorneys' fees and the court costs we incur in enforcing our rights under this Agreement to the extent permitted by law.

**Trade-In:** You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement.

**Law That Applies; Other Terms:** Pennsylvania law and federal law govern this agreement. If we excuse one default by you that will not excuse later defaults, your heirs and representatives will also be bound by this agreement. You waive the benefit of any state exemption law as to the property being purchased. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

**There are no warranties by Seller, expressed or implied, including warranties of merchantability and fitness for a particular purpose. If, however, we make a written warranty covering the vehicle or, within 90 days from the date of this contract, we extend a service contract covering the vehicle, the exclusion of warranties shall not affect any implied warranties during the term of the applicable written warranty or service contract.**

## NOTICE

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

**ASSIGNMENT**

**ASSIGNMENT**  
Seller sells and assigns this Instalment sales contract and security agreement and all Seller's rights, title and interest in the motor vehicle herein described to BB&T Credit Services, Inc., ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer; that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereof and regardless of Lender's knowledge or lack of knowledge (herein), including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:

## WITHOUT RECOURSE

**WITH RECOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder of the Buyer therein named.

**FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.

**PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and receive the vehicle, or in lieu thereof, will pay on demand \$ \_\_\_\_\_ and relinquish all rights to the vehicle without further obligation. If motor vehicle is not repossessed and Buyer is in default, in whole or in part, or unknown, undersigned will pay to Lender on demand any amount due on the purchase price up to the dollar sum mentioned in this paragraph, and will relinquish all rights to the vehicle without further obligation. Undersigned hereby waives protection under any underlying dealer agreement.

Signed Delaney Chevrolet  
Op. Prior

By ~~John C. Goff~~ - C. J. Goff (SEAL)  
Title

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104049  
NO: 08-685-CD  
SERVICE # 1 OF 1  
COMPLAINT IN REPLEVIN

PLAINTIFF: BB&T CREDIT SERVICES, INC.  
vs.  
DEFENDANT: ROBERT A. THOMAS

**SHERIFF RETURN**

NOW, April 23, 2008 AT 4:27 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON ROBERT A. THOMAS DEFENDANT AT 3050 WATER ST. 182, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM THOMAS, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	DAVIS	9851	10.00
SHERIFF HAWKINS	DAVIS	9851	62.44

**FILED**

04:30 PM  
JUL 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harr*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff, ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant. ) ISSUE NO.  
I hereby certify that the true )  
and correct address of the )  
Plaintiff is: )  
1 Piedmont Road ) FILED ON BEHALF OF: Plaintiff,  
Charleston, WV 25301 ) BB&T Credit Services, Inc.  
and the last known address of the )  
Defendant is: ) COUNSEL OF RECORD FOR THIS  
3050 Water Street 182 ) PARTY:  
Mahaffey, PA 15757 )  
Reed J. Davis  
Pa. I.D. #00501  
DAVIS DAVIS ATTORNEYS  
a professional corporation  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
412-344-0400

  
Attorney for Plaintiff

F:\DOCS\20843\080021\08060401.JUD.lad

FILED *Atty pd.  
M 11/30/08  
AUG 07 2008* \$20.00  
Notice to Def.

William A. Shaw  
Prothonotary/Clerk of Courts  
Statement  
to Atty

(G)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff, ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant. )

TO: PROTHONOTARY

SIR:

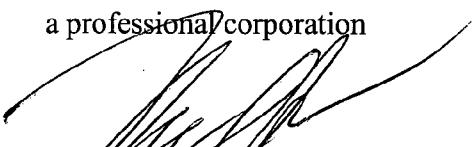
Please enter judgment by default against the above-named defendant, Robert A. Thomas, for possession of one (1) 2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880, and for failure to plead.

Principal claimed in Complaint	\$19,354.57
with interest at the rate of 14.69%	
per annum from September 20, 2007 through	
June 4, 2008	\$ 2,009.70
Attorney's Fees	\$ 3,870.91
 TOTAL	 <u>\$25,235.18</u>

with continuing interest on the judgment amount of \$25,235.18 at the rate of 6.00% per annum from June 4, 2008, plus costs.

DAVIS DAVIS ATTORNEYS  
a professional corporation

BY:

  
Reed J. Davis  
Attorney for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Reed J. Davis, Attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Reed J. Davis

Sworn to and subscribed before me

the 4 day of June, 2008

Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff, ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant. )

TO: Robert A. Thomas  
3050 Water Street 182  
Mahaffey, PA 15757

DATE OF NOTICE: May 23, 2008

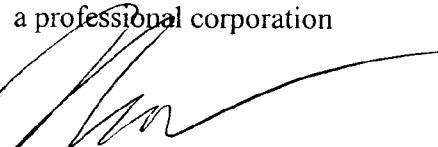
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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 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.

LAWYER REFERRAL SERVICE  
The Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Telephone (800) 692-7375

DAVIS DAVIS ATTORNEYS  
a professional corporation

BY:

  
Reed J. Davis  
Attorney for Plaintiff  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
(412) 344-0400

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC.,	)	CIVIL DIVISION, ARBITRATION
	)	AND STATUTORY APPEALS ONLY
Plaintiff,	)	
	)	NO. 08-685-CD
vs.	)	
	)	
ROBERT A. THOMAS,	)	
	)	
Defendant.	)	

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Robert A. Thomas  
3050 Water Street 182  
Mahaffey, PA 15757

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on August 7, 2008.

(X) The judgment is as follows: \$25,235.18 with continuing interest on the judgment amount of \$25,235.18 at the rate of 6.00% per annum from June 4, 2008, plus costs.

  
\_\_\_\_\_  
Deputy

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

COPY

BB&T Credit Services, Inc.

Plaintiff(s)

No.: 2008-00685-CD

Real Debt: \$25,235.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert A. Thomas

Defendant(s)

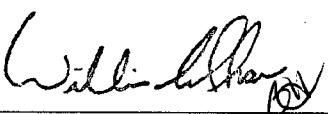
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 7, 2008

Expires: August 7, 2013

Certified from the record this 7th day of August, 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

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, ) ISSUE NUMBER:  
Defendant ) TYPE OF PLEADING:  
 ) Praeclipe for Issuance of Writ of Possession  
 )  
 ) CODE -  
 )  
 ) FILED ON BEHALF OF: Plaintiff,  
 ) BB&T Credit Services, Inc.  
 )  
 ) COUNSEL OF RECORD FOR THIS PARTY:  
 )  
 ) Reed J. Davis  
 ) Pa. I.D. #00501  
 )  
 ) DAVIS DAVIS ATTORNEYS  
 ) a professional corporation  
 ) Firm #063  
 ) 393 Vanadium Road, Suite 300  
 ) Pittsburgh, PA 15243  
 ) (412) 344-0400

F:\DOCS\20843\080021\08080601.WritPoss.lad

FILED *Att'd. 7/24/08* *de 20.00*  
AUG 11 2008 *ICC & Writ*  
William A. Shaw *to Sheriff*  
Prothonotary/Clerk of Courts  
*GR*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant )

PRAECIPE FOR WRIT OF POSSESSION

TO: Prothonotary

SIR:

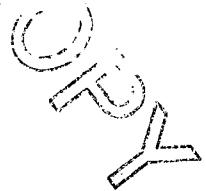
Please issue a Writ of Possession directed to the Sheriff of Clearfield County, against the Defendant, Robert A. Thomas, in the above captioned case, for possession of one (1) 2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880.

Said Writ shall be conformed to join additional defendants and or any person in possession of one (1) 2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880.

DAVIS DAVIS ATTORNEYS  
a professional corporation  
BY: Reed J. Davis  
Attorney for Plaintiff  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
(412) 344-0400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant )



WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to BB&T Credit Services, Inc., 1 Piedmont Road, Charleston, WV 25301:

2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880

  
\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Deputy

Date: 8/11/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-685-CD

BB&T CREDIT SERVICES, INC.

vs

ROBERT A. THOMAS

SERVICE # 1 OF 1

PRAECIPE & WRIT OF POSSESSION

SERVE BY: 08/22/2008 ASAP HEARING: PAGE: 104522

DEFENDANT: ROBERT A. THOMAS  
ADDRESS: 3050 WATER ST. 182  
MAHAFFEY, PA 15757

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS 8-13-08-9:15 AM NH Reffnote 8-19-08-10:08 AM PH

8-14-08-10:52 AM NH 8-20-08-10:15 AM NH

OCCUPIED

12-3-08-10:19 AM NH

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

PRAECIPE & WRIT OF POSSESSION ON ROBERT A. THOMAS, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

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

PRAECIPE & WRIT OF POSSESSION FOR ROBERT A. THOMAS

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

NOW 12-5-08 AT 10:50 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT A. THOMAS

REASON UNABLE TO LOCATE Robert A. Thomas is living in

Punxsutawney, PA

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY:

James C. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

DAY OF 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
 ) AND STATUTORY APPEALS ONLY  
 )  
 Plaintiff ) NO.: 08-685-CD  
 )  
 ) ISSUE NUMBER:  
 )  
 vs. ) TYPE OF PLEADING:  
 ) Praecipe for Issuance of Writ of Possession  
 )  
 ROBERT A. THOMAS, )  
 )  
 )  
 Defendant ) CODE -  
 )  
 )  
 ) FILED ON BEHALF OF: Plaintiff,  
 ) BB&T Credit Services, Inc.  
 )  
 )  
 ) COUNSEL OF RECORD FOR THIS PARTY:  
 )  
 ) Reed J. Davis  
 ) Pa. I.D. #00501  
 )  
 ) DAVIS DAVIS ATTORNEYS  
 ) a professional corporation  
 ) Firm #063  
 ) 393 Vanadium Road, Suite 300  
 ) Pittsburgh, PA 15243  
 ) (412) 344-0400

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I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

AUG 11 2008

Attest.

*William E. Davis*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant )

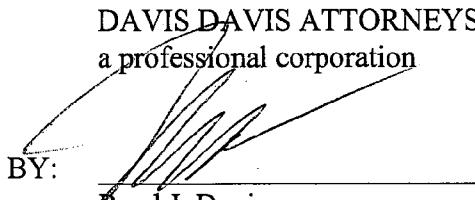
PRAECIPE FOR WRIT OF POSSESSION

TO: Prothonotary

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DAVIS DAVIS ATTORNEYS  
a professional corporation  
BY:   
Reed J. Davis  
Attorney for Plaintiff  
393 Vanadium Road, Suite 300  
Pittsburgh, PA 15243  
(412) 344-0400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BB&T CREDIT SERVICES, INC., ) CIVIL DIVISION, ARBITRATION  
Plaintiff ) AND STATUTORY APPEALS ONLY  
vs. ) NO.: 08-685-CD  
ROBERT A. THOMAS, )  
Defendant )

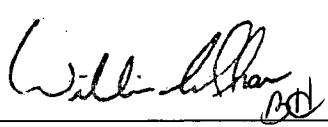
WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

TO THE SHERIFF OF CLEARFIELD COUNTY:

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2004 Chevrolet Colorado, Vehicle Identification No. 1GCDT136948144880

  
\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Deputy

Date: 8/11/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104522  
NO: 08-685-CD  
SERVICES 1  
PRAECIPE & WRIT OF POSSESSION

PLAINTIFF: BB&T CREDIT SERVICES, INC.  
vs.  
DEFENDANT: ROBERT A. THOMAS

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DAVIS	9926	10.00
SHERIFF HAWKINS	DAVIS	9926	142.70
SHERIFF HAWKINS	DAVIS	9951	

S  
**FILED**  
01:50 AM  
DEC 09 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins  
Sheriff