

08-785-CD  
First Nat'l vs Paul Aurandt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

**Plaintiff,**

VS.

PAUL M. AURANDT,

Defendant.

**TO DEFENDANT:**

You are hereby notified to plead to the enclosed  
**COMPLAINT WITHIN TWENTY (20) DAYS OF**  
**FROM SERVICE HEREOF**

**ATTORNEY FOR PLAINTIFF**

I HEREBY CERTIFY THAT THE ADDRESS OF  
THE PLAINTIFF IS:  
**4140 E. State Street  
Hermitage, PA 16148**

AND THE DEFENDANT IS:  
**119 Caleb Street  
Houtzdale, PA 16651**

Bernie

**FILED**  
m73:01/604 Atty pd.  
APR 28 2008 \$95.00  
1CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF	)	CIVIL DIVISION
PENNSYLVANIA,	)	
	)	
Plaintiff,	)	NO.:
	)	
vs.	)	
	)	
PAUL M. AURANDT,	)	
	)	
Defendant.	)	

**COMPLAINT IN REPLEVIN**

AND NOW, comes the Plaintiff, First National Bank of Pennsylvania, by its attorneys, Grenen & Birsic, P.C., and files the within Complaint in Replevin and in support thereof avers as follows:

1. First National Bank of Pennsylvania is a commerical bank organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 4140 E. State Street, Hermitage, PA 16148 ("Plaintiff").
2. Paul M. Aurandt, is an adult individual with a last known address of 119 Caleb Street Houtzdale, PA 16651 ("Defendant").
3. On or about December 5, 2006, Defendant executed and delivered in favor of Plaintiff a certain Motor Vehicle Installment Sale Contract in the original principal amount of \$21,000.00 ("Contract"). A true and correct copy of said Contract is attached hereto, marked **Exhibit "A"** and made a part hereof.
4. As security for repayment, the Contract included a Security Agreement granting Plaintiff a first lien security interest in and to that certain 1999 Ford F-250 S-Duty Truck VIN No. 1FTNX21F5XEA13873 ("Vehicle").

5. Plaintiff perfected its security interest in the Vehicle by placing an encumbrance on the Certificate of Title to the Vehicle. A true and correct copy of said Certificate of Title is attached hereto, marked Exhibit "B" and made a part hereof.

6. Defendant is in default under the terms of the Contract, for, *inter alia*, failing to make principal and interest payments when due and by failing to bring payments current upon demand.

7. The total amount due and owing under the terms of the Note is as follows:

Principal	\$ 17,301.07
Interest to 04/11/08	\$ 838.03
Late Charges to 04/11/08	\$ 45.05
Unpaid fees	\$ <u>100.00</u>
<b>Total</b>	<b>\$ 18,284.15</b>

Plus interest on the principal sum (\$17,301.07) at the rate of \$6.16 per diem, together with reasonable attorney fees, costs and expenses of suit.

8. Plaintiff believes and therefore avers that the Vehicle is in Defendant's possession.

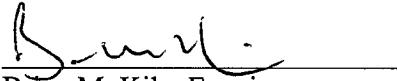
9. Plaintiff believes that the value of the Vehicle has a value which is less than the total amount due and owing as set forth in Paragraph 7 above.

10. In accordance with the terms of the Note, Plaintiff is entitled to immediate possession of the aforesaid Vehicle and has demanded the same from Defendant who has failed and refused to deliver the same.

WHEREFORE, Plaintiff demands judgment for possession of the aforementioned Vehicle from the Defendant plus damages for the Defendant's unjust retention of the Collateral.

Respectfully submitted,

GRENEN & BIRSIC, P.C.



Brian M. Kile, Esquire  
Pa. I.D. #89240  
Attorneys for Plaintiff  
One Gateway Center, 9th Floor  
Pittsburgh, PA 15222  
(412) 281-7650

**EXHIBIT “A”**

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Dated DECEMBER 5 2006

4390-2190

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
<u>13.00%</u>	<u>\$ 6041.76</u>	<u>\$ 21000.00</u>	<u>\$ 27041.76</u>	<u>of \$ 2035.50</u> <u>\$ 29077.26</u>

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
<u>48</u>	<u>\$ 563.22</u>	<u>Monthly, beginning JANUARY 4 2007</u>

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract  
we are  
the SELLER

Name(s)

Address

Zip Code

You are  
the BUYER(S)

Name(s)

Address(es)

Zip Code(s)

Security: You are giving a security interest in the motor vehicle being purchased.

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

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in  
the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the "NOTICE OF PROPOSED CREDIT INSURANCE" on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your  
which costs \$ \_\_\_\_\_ age? \_\_\_\_\_ Years

By signing, you select Single Credit Accident &  
Health Insurance, which costs \$ \_\_\_\_\_ age? \_\_\_\_\_ Years

N/A  
Signature of Buyer to be insured for Single Credit Life Insurance

N/A  
Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint  
Credit Life Insurance, which costs \$ \_\_\_\_\_

What are  
your ages?

By signing, you both select Joint Credit  
Accident & Health Insurance, which costs \$ \_\_\_\_\_ What are  
your ages? \_\_\_\_\_ Percentage  
to be insured

1 \_\_\_\_\_

1 \_\_\_\_\_ %

2 \_\_\_\_\_

2 \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint  
Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
U	1999 FORD F250 S-DUTY	TC	QUAD CAB 4X4	8	1FTNXX21F5XEA13873	
Equipped with	<input checked="" type="checkbox"/> A/C <input checked="" type="checkbox"/> V.W. <input checked="" type="checkbox"/> AM-FM Stereo		5 Spd	Other	TURBO DIESEL ENG PB CRUISE	
			Vinyl Top		TILT P-LOCKS BULL BAR SNOW PLOW	

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to, and be enforceable by, the Assignee. The Assignee will notify you when and if Seller makes an assignment.

FIRST NATIONAL BANK OF PENNSYLVANIA  
532-534 Main Street, Johnstown, PA 15901

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

Itemization of Amount Financed

Cash Price \$ 21500.00

Cash Downpayment \$ 2035.50

Trade-In \_\_\_\_\_

Value of Trade-In \$ \_\_\_\_\_

Lien Payoff to: \$ \_\_\_\_\_

Unpaid Cash Price Balance \$ 19464.50

To Credit Insurance Company \$ \_\_\_\_\_

To Public Officials for: \$ \_\_\_\_\_

License, Tags and Registration \$ 185.30

Lien Fee \$ 5.00

To PA Sales Tax \$ 1270.00

To Franchise Fee \$ 55.00

To \_\_\_\_\_ \$ \_\_\_\_\_

To \_\_\_\_\_ \$ \_\_\_\_\_

Amount Financed \$ 21000.00

Finance Charge \$ 6041.76

Total of Payments (Time Balance) \$ 27041.76

Payment Schedule - You agree to pay to us the Amount Financed plus interest in 48 payments of \$ 563.32 each, and a final payment of \$ N/A

We may retain a portion of amounts marked\*

## Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
U	1999 Ford F250 S-DUTY TRK		8	1 FTN X21 F5XEA13873		
Equipped with	<input checked="" type="checkbox"/> A.T. <input type="checkbox"/> P.S.	<input type="checkbox"/> AM-FM Stereo	<input type="checkbox"/> 5 Spd. <input type="checkbox"/> Other	QUAD CAB 4X4	TURBO DIESEL ENG PB CRUISE	
	<input type="checkbox"/> A.C. <input checked="" type="checkbox"/> W.	<input checked="" type="checkbox"/> AM-FM Tape	<input type="checkbox"/> Vinyl Top	TILT FLOOR	BOSS SNOW PLOW	

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to, and be enforceable by, the Assignee. The Assignee will notify you when and if Seller makes an assignment.

FIRST NATIONAL BANK OF PENNSYLVANIA  
532-534 Main Street, Johnstown, PA 15901

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract

SELLER Franks Used Cars

BY David F. Sikes

12-5-01  
Date

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

**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**

BUYER Paul A. Sikes (SEAL) 12-5-01  
Date

BUYER \_\_\_\_\_ (SEAL) \_\_\_\_\_ Date

**CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature \_\_\_\_\_ (SEAL) \_\_\_\_\_ Date

Co-Signer's Signature \_\_\_\_\_ (SEAL) \_\_\_\_\_ Date

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature \_\_\_\_\_ (SEAL) \_\_\_\_\_ Date

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.**

BUYER Paul A. Sikes

CO-SIGNER

CO-SIGNER OR CO-OWNER

**1. HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

**2. COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term, including any period for which a late charge is also imposed. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

**3. LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

**4. APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: first to interest; and then to principal, late charges, fees, and any other amounts you owe in the order that we may choose.

**5. PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

**6. WAIVERS:**

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

**7. INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

**8. YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

**9. YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

**10. YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The Insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss, theft or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer.

a. **OUR RIGHT TO FILE PROOF OF LOSS:** In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

b. **OUR RIGHT TO ENDORSE INSURANCE CHECKS:** You agree that the Seller, Assignee, any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. **USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

**11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss, theft or damage to the Vehicle. We

will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand; or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

**12. DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due;
- b. You do not keep any promise you made in this Contract;
- c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee;
- d. You made any untrue statement in the credit application for this Contract;
- e. You committed any forgery in connection with this Contract;
- f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated;
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you;
- h. You take the Vehicle outside the United States or Canada without our written consent;
- i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance;
- j. You do something that causes the Vehicle to be subject to confiscation by government authorities;
- k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

**13. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you may reclaim them within thirty (30) days of our mailing you a Notice of Repossession. If you do not reclaim the things found in the Vehicle within that time, we may dispose of those things in the same manner as the Motor Vehicle. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

**14. ACCELERATION OF THE OUTSTANDING BALANCE:** If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted shall be due and payable on demand. If the credit is due and payable on demand, Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in Default of this Agreement if payment is not made as required.

**15. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you redeem the Vehicle, we will deliver the Vehicle to you at a place as provided by law, as soon as is reasonably possible, but in not more than ten (10) business days of our receipt of the funds required. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

**16. HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

**17. GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

**18. SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

**b. OUR RIGHT TO ENDORSE INSURANCE CHECKS:** You agree that the Seller, Assignee, any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

**c. USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

**11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss, theft or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

**Buyer's Guide Window Sticker.** If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

**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.**

**NOTICE OF PROPOSED CREDIT INSURANCE**

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.**

**THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.**

**ASSIGNMENT**

(Name)

To induce you, the "Assignee" identified on the face of this Contract or as follows, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute; free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however, manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy.

By signing and dating the Contract, as Seller, delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to act as the Seller's agent for the purpose of completing or correcting the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract and/or for the purpose of signing Seller's name to this Assignment, without recourse, if the Assignment is delivered without the Seller's signature. Assignee may exercise the power given in this paragraph for the benefit of the Assignee and not for the benefit of the Seller. Seller does not have the right to, and agrees not to, revoke the power given in this paragraph.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

**WITH FULL RECOURSE**—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

**WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and

By signing below, we agree to the terms of the Assignment

Seller: Frank's used car

By

Don Kuhn

12-5-06  
Date

## **EXHIBIT “B”**

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

1992 FORM 1992 EDITION

DE1 NY212 EXA 13873

1992 FORM

1992 EDITION

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

VEHICLE NUMBER

BODY TYPE

DRW

SEAT CAP

APPROV. TITLE STATE

ODOM. RECD. DATE

ODOM. MILEAGE

ODOM. STATUS

57-0624-9

1992 FORM

1992 EDITION

1992 EDITION

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVM

GWR

TITLE BRANDS

REGISTERED OWNER(S)

PAUL D. BIEHLER  
LAWRENCEVILLE  
HOMECOMING PA 16144

FIRST LIEN FAVOR OF

1ST NATIONAL BANK OF PA

FIRST LIEN RELEASED

DATE

SECOND LIEN FAVOR OF

SECOND LIEN RELEASED

DATE

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

ODOMETER STATUS	
0 - ACTUAL MILEAGE	
1 - MILEAGE EXCEEDS THE MECHANICAL LIMIT	
2 - NOT THE ACTUAL MILEAGE	
3 - NOT THE ACTUAL MILEAGE - ODOMETER TAMPERED/VERIFIED	
4 - EXEMPT FROM ODOMETER DISCLOSURE	
TITLE BRANDS	
A - AUTOCAR VEHICLE	
B - CLASSIC VEHICLE	
C - COLLECTIBLE VEHICLE	
D - CULT OF PERSONALITY	
E - ORIGINALLY IMPORTED FOR NON- DISTRIBUTION	
F - AGRICULTURAL VEHICLE	
G - LOGGING VEHICLE	
H - IS/WAS A POLICE VEHICLE	
I - RECONSTRUCTED	
J - STREET ROD	
K - RECOVERED STOLEN VEHICLE	
L - VEHICLE CONTAINS REISSUED VIN	
M - FOOD VEHICLE	
N - IS/WAS A TAXI	

MAILING ADDRESS

BY AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

1ST NATIONAL BANK OF PA  
4140 E STATE ST  
HERMITAGE PA 16148

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE  Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:  IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE

NOTE: FIN REQUIRED

FINANCIAL INSTITUTION NO.

2ND LIEN DATE:  IF NO LIEN CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE

NOTE: FIN REQUIRED

FINANCIAL INSTITUTION NO.

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

33704908

**VERIFICATION**

Sandra L. Bauer, Asset Recovery Officer and duly authorized representative of FNB, deposes and says subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Pleading and true and correct to his information and belief.



Sandra L. Bauer  
Asset Recovery Officer  
First National Bank of Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104105  
NO: 08-785-CD  
SERVICE # 1 OF 1  
COMPLAINT IN REPLEVIN

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: PAUL M. AURANDT

**SHERIFF RETURN**

NOW, May 06, 2008 AT 5:17 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON PAUL M. AURANDT DEFENDANT AT 119 CALEB ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAUL M. AURANDT, DEFENDANT 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	GRENEN	100631	10.00
SHERIFF HAWKINS	GRENEN	100631	36.59

**FILED**  
03:20pm  
AUG 13 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marlyn Harris*  
Chester A. Hawkins  
Sheriff

FILED  
AUG 27 2008  
W/12/08  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE TO DEF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF )  
PENNSYLVANIA, )  
Plaintiff, ) NO.: 08-785-CD  
vs. )  
PAUL M. AURANDT, ) TYPE OF PLEADING:  
Defendant. ) PRAECIPE FOR DEFAULT  
 ) JUDGMENT  
 ) (Replevin)  
 )  
 ) FILED ON BEHALF OF:  
I HEREBY CERTIFY THAT THE ADDRESS OF ) First National Bank of Pennsylvania  
THE PLAINTIFF IS:  
 )  
4140 E. State Street ) COUNSEL OF RECORD FOR THIS  
Hermitage, PA 16148 ) PARTY:  
 )  
AND THE DEFENDANT IS:  
 ) Brian M. Kile, Esquire  
119 Caleb Street ) Pa. I.D. #89240  
Houtzdale, PA 16651 )  
\_\_\_\_\_  
 ) GRENEN & BIRSCIC, P.C.  
 ) One Gateway Center  
 ) Ninth Floor  
 ) Pittsburgh, PA 15222  
 ) (412) 281-7650  
 )  
 )

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF )  
PENNSYLVANIA, )  
Plaintiff, ) NO.: 08-785-CD  
vs. )  
PAUL M. AURANDT, )  
Defendant. )

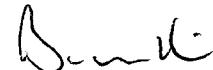
**PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Paul M. Aurandt, for possession of that certain 1999 Ford F-250 S-Duty Truck VIN No. 1FTNX21F5XEA13873 ("Truck"), plus additional damages for Defendant's unjust retention of the Truck.

GRENEN & BIRSIC, P.C.

BY:   
\_\_\_\_\_  
Brian M. Kile, Esquire  
Attorneys for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA      )  
    )    SS:  
COUNTY OF ALLEGHENY                )

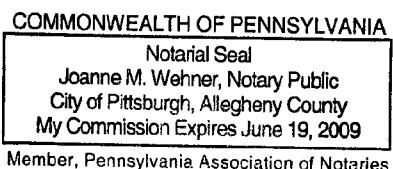
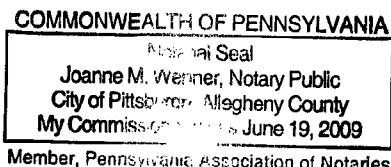
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Brian M. Kile, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant was not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Joanne M. Wehner

Sworn to and subscribed before

me this 25<sup>th</sup> day of August, 2008.

Joanne M. Wehner  
Notary Public



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

FIRST NATIONAL BANK OF )  
PENNSYLVANIA, )  
Plaintiff, ) NO.: 08-785-CD  
vs. )  
PAUL M. AURANDT, )  
Defendant. )

TO: Paul M. Aurandt  
119 Caleb Street  
Houtzdale, PA 16651

DATE OF NOTICE: May 28, 2008

**IMPORTANT NOTICE**

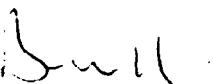
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A 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.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16380  
(814) 765-2641 Ext. 5982

GRENEN & BIRSCIC, P.C.

By: 

Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF )  
PENNSYLVANIA, )  
Plaintiff, ) NO.: 08-785-CD  
vs. )  
PAUL M. AURANDT, )  
Defendant. )

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: Paul M. Aurandt  
119 Caleb Street  
Hontzdale, PA 16651

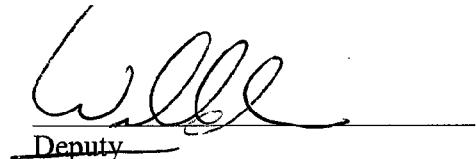
( ) Plaintiff  
(XX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above-captioned proceeding

on Aug. 27, 2008.

( ) A copy of the Order or Decree is enclosed,  
or  
(XX) The judgment is as follows:

Possession of that certain 1999 Ford F-250 S-Duty Truck VIN No. 1FTNX21F5XEA13873  
("Truck"), plus additional damages for Defendant's unjust retention of the collateral.

  
\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF )  
PENNSYLVANIA, ) CIVIL DIVISION  
)  
Plaintiff, ) NO.: 08-785-CD  
)  
vs. ) ISSUE NO.:  
)  
PAUL M. AURANDT, ) TYPE OF PLEADING:  
)  
Defendant. ) Praeclipe for Writ of Possession  
)  
)  
) CODE -  
)  
)  
)  
) FILED ON BEHALF OF:  
)  
) FIRST NATIONAL BANK OF  
) PENNSYLVANIA, Plaintiff  
)  
)  
) COUNSEL OF RECORD FOR THIS PARTY:  
)  
) Brian M. Kile, Esquire  
) Pa. I.D. # 89240  
)  
)  
) GRENNEN & BIRSCIC, P.C.  
)  
) One Gateway Center, Ninth Floor  
) Pittsburgh, PA 15222  
)  
)  
)  
)  
)

FILED

AUG 27 2008

~11:30 AM

William A. Shaw  
Prothonotary/Clerk of Courts

No 42

Counts to Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FIRST NATIONAL BANK OF	)	
PENNSYLVANIA,	)	NO.: 08-785-CD
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
PAUL M. AURANDT,	)	
	)	
Defendant.	)	

PRAECIPE FOR WRIT OF POSSESSION

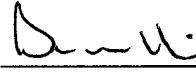
TO: Prothonotary

SIR:

Please issue a Writ of Possession in the above-captioned matter, in favor of Plaintiff, First National Bank of Pennsylvania and against Defendant, Paul M. Aurandt for possession of that certain 1999 Ford F-250 S-Duty Truck VIN No. 1FTNX21F5XEA13873 located at 119 Caleb Street, Houtzdale, PA 16651.

GRENEN & BIRSCIC, P.C.

BY:

  
\_\_\_\_\_  
Brian M. Kile, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

WRIT OF POSSESSION

First National Bank of Pennsylvania

**Plaintiff(s)**

Vs.

NO.: 2008-00785-CD

**Paul M. Aurandt**

**Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1999 Ford F-250 S-Duby Truck Vin. No. 1FTNX21F5XEA13873

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

Aug. 27, 2008  
Date

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

Received writ this \_\_\_\_\_ day of  
\_\_\_\_\_  
A.D. \_\_\_\_\_  
at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Sheriff

REQUESTING PARTY NAME: First National Bank of Pennsylvania  
ATTORNEY FILING: Brian M. Kile, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-785-CD

FIRST NATIONAL BANK OF PENNSYLVANIA  
vs  
PAUL M. AURANDT

SERVICE # 1 OF 1

FILED

09/24/08 AM  
SEP 29 2008

WRIT OF POSSESSION

SERVE BY: 10/08/2008 ASAP HEARING: PAGE: 104680

William A. Shaw  
Prothonotary/Clerk of Courts

*Next  
Tuesday*

*10-7-08*

DEFENDANT: PAUL M. AURANDT  
ADDRESS: 119 CALEB ST.  
HOOTZDALE, PA 16651

INFORM DEFT. OF DATE  
YOU WILL BE BACK TO  
SEIZE THE VEHICLE. I WILL  
THEN INFORM ATTY. OF DATE

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 9-29-08 AT 9:03 AM PM SERVED THE WITHIN

WRIT OF POSSESSION ON PAUL M. AURANDT, DEFENDANT

BY HANDING TO Paul M. Aurandt

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

ADDRESS SERVED 119 Caleb St.  
Hootzdale, Pa. 16651

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

WRIT OF POSSESSION FOR PAUL M. AURANDT

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

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

I MAKE RETURN OF **NOT FOUND** AS TO PAUL M. AURANDT

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A HAWKINS, SHERIFF

BY:

*James E. Davis*  
Deputy Signature  
*James E. Davis*  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 08-785-CD

FIRST NATIONAL BANK OF PENNSYLVANIA

-vs-

PAUL M. AURANDT

Page: 104680

5  
FILED  
OCT 07 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN --- POSSESSION/LOCKOUT**

DEFENDANT (s): PAUL M. AURANDT

Person Served: Paul M. Aurandt

ADDRESS: 119 CALEB ST.

HOUTZDALE, PA.

POSSESSION SERVED: 9/29/2008 SERVED BY: Davis

\*\*\*\*\*

LOCKOUT DATE: October 7, 2008 @ 11:00 AM

LOCKOUT COMPLETED: Date: 10-7-08 Time: 11:00 AM

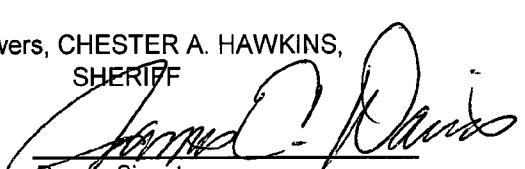
COMMENTS: \_\_\_\_\_

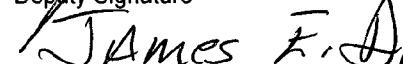
SWORN TO BEFORE ME THIS

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

So Answers, CHESTER A. HAWKINS,  
SHERIFF

BY:

  
Deputy Signature

  
James F. Davis  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104680  
NO: 08-785-CD  
SERVICES 1  
WRIT OF POSSESSION

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: PAUL M. AURANDT

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GRENEN	103005	10.00
SHERIFF HAWKINS	GRENEN	103005	90.12

FILED  
012:20LM  
OCT 08 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

WRIT OF POSSESSION

First National Bank of Pennsylvania

**Plaintiff(s)**

Vs.

NO.: 2008-00785-CD

**Paul M. Aurandt**

**Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1999 Ford F-250 S-Duby Truck Vin. No. 1FTNX21F5XEA13873

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

Aug. 27, 2008  
Date

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

Received writ this 27 day of  
Aug A.D. 2008  
at 3:00 a.m./p.m.  
\_\_\_\_\_  
Sheriff Chester A. Hawkins  
by Marilyn Farn

REQUESTING PARTY NAME: First National Bank of Pennsylvania  
ATTORNEY FILING: Brian M. Kile, Esq.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

WRIT OF POSSESSION

First National Bank of Pennsylvania

**Plaintiff(s)**

Vs.

NO.: 2008-00785-CD

**Paul M. Aurandt**

**Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

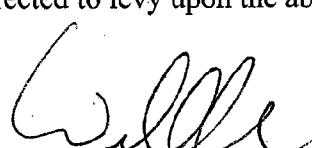
To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1999 Ford F-250 S-Duby Truck Vin. No. 1FTNX21F5XEA13873

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

Aug. 27, 2008  
Date

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

Received writ this 27 day of  
Aug A.D. 2008  
at 3pm a.m./p.m.  
\_\_\_\_\_  
Sheriff Chester A. Hampshire  
by Marilyn Harris

REQUESTING PARTY NAME: First National Bank of Pennsylvania  
ATTORNEY FILING: Brian M. Kile, Esq.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

WRIT OF POSSESSION

First National Bank of Pennsylvania

**Plaintiff(s)**

Vs.

NO.: 2008-00785-CD

**Paul M. Aurandt**

**Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

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Aug. 27, 2008

Date

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

Received writ this 27 day of  
Aug A.D. 2008  
at 3:00 a.m./p.m.  
Chesler A. Hamlin  
Sheriff by Marley Human

REQUESTING PARTY NAME: First Nationa Bank of Pennsylvania  
ATTORNEY FILING: Brian M. Kile, Esq.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

WRIT OF POSSESSION

First National Bank of Pennsylvania

**Plaintiff(s)**

Vs.

NO.: 2008-00785-CD

**Paul M. Aurandt**

**Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

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(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

Aug. 27, 2008  
Date



William A. Shaw, Prothonotary

Received writ this 27 day of  
Aug A.D. 2008  
at 3:00 a.m./p.m.  
Sheriff Chester R. Hawley  
by Marcy Harne

REQUESTING PARTY NAME: First National Bank of Pennsylvania  
ATTORNEY FILING: Brian M. Kile, Esq.