

08-1250-CD
Northwest Savings vs Sharon Picard al

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46 Judicial District, County Of *Clearfield*

FILED

03/20PM GK

JUL 09 2008

William A. Shaw
Prothonotary/Clerk of Courts
Def. paid 95.00

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. ~~2~~ 2008-1250-CD

1 copy def. Picard
1 copy D.J. IRELAND
1 copy NORTHWEST SAVINGS

NOTICE OF APPEAL

FROM

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT <i>Sharon L. Picard & Gloria Martell</i>	MAG. DIST. NO. <i>46-3-02</i>	NAME OF D.J. <i>Richard A. Ireland</i>
ADDRESS OF APPELLANT <i>P.O. Box 1 Shawville Pa 16873 - & Gloria Martell P.O. Box 24A Shawville</i>	CITY <i>CITY</i>	STATE <i>PA</i>
DATE OF JUDGMENT <i>6/09/08</i>	IN THE CASE OF (Plaintiff) <i>Northwest Savings Bank</i>	Defendant <i>Sharon Picard - Gloria Martell</i>
DOCKET No. <i>CV-0000141-08</i>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Sharon L. Picard</i>

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon *Northwest Savings Bank* appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. ~~2~~ 2008-1250-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Sharon L. Picard
Signature of appellant or attorney or agent

RULE: To *Northwest Savings Bank*, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: *July 9*, 2008

William A. Shaw
Signature of Prothonotary or Deputy

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46 Judicial District, County Of *Clearfield*

Def. P. and 95, ro

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. ~~2008-1250-CD~~ 2008-1250-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT <i>Sharon L. Picard & Gloria Martell</i>	MAG. DIST. NO. <i>46-3-02</i>	NAME OF D.J. <i>Richard A. Ireland</i>
ADDRESS OF APPELLANT <i>P.O. Box 1 Shawville Pa. 16873</i>	CITY <i>+ Gloria Martell P.O. Box 24A Shawville</i>	STATE <i>PA</i>
DATE OF JUDGMENT <i>6/09/08</i>	IN THE CASE OF (Plaintiff) <i>Northwest Savings Bank</i>	ZIP CODE <i>16873</i>
DOCKET NO. <i>CV-0000141-08</i>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Sharon L. Picard</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon *Northwest Savings Bank* appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. *2008-1250-CD*) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Sharon L. Picard
Signature of appellant or attorney or agent

RULE: To *Northwest Savings Bank* appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: *July 9*, 2008

Willie L. Parker

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

GLORIA L. MARTELL
PO BOX 24A
SHAWVILLE, PA 16873

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NORTHWEST SAVINGS BANK
1900 RIVER ROAD
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

PICARD, SHARON LEE, ET AL.
PO BOX 1
SHAWVILLE, PA 16873

VS.

NAME and ADDRESS

Docket No.: **CV-0000141-08**
Date Filed: **4/02/08**



THIS IS TO NOTIFY YOU THAT:

FOR PLAINTIFF

Judgment: _____ (Date of Judgment) **6/09/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) NORTHWEST SAVINGS BA, NK	<table border="0"><tr><td>Amount of Judgment</td><td>\$ 2,406.35</td></tr><tr><td>Judgment Costs</td><td>\$ 103.00</td></tr><tr><td>Interest on Judgment</td><td>\$.00</td></tr><tr><td>Attorney Fees</td><td>\$.00</td></tr><tr><td>Total</td><td>\$ 2,509.35</td></tr><tr><td>Post Judgment Credits</td><td>\$ _____</td></tr><tr><td>Post Judgment Costs</td><td>\$ _____</td></tr><tr><td colspan="2">Certified Judgment Total \$ _____</td></tr></table>	Amount of Judgment	\$ 2,406.35	Judgment Costs	\$ 103.00	Interest on Judgment	\$.00	Attorney Fees	\$.00	Total	\$ 2,509.35	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	Certified Judgment Total \$ _____	
Amount of Judgment		\$ 2,406.35															
Judgment Costs		\$ 103.00															
Interest on Judgment		\$.00															
Attorney Fees		\$.00															
Total		\$ 2,509.35															
Post Judgment Credits	\$ _____																
Post Judgment Costs	\$ _____																
Certified Judgment Total \$ _____																	
<input type="checkbox"/> Defendants are jointly and severally liable.																	
<input type="checkbox"/> Damages will be assessed on Date & Time _____																	
<input type="checkbox"/> This case dismissed without prejudice.																	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____																	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____																	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

JUN 09 2008

Date Richard Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: 6/10/08 4:47:00 PM

file

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

SHARON L. PICARD
PO BOX 1
SHAWVILLE, PA 16873

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NORTHWEST SAVINGS BANK
1900 RIVER ROAD
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

PICARD, SHARON LEE, ET AL.
PO BOX 1
SHAWVILLE, PA 16873

NAME and ADDRESS

Docket No.: **CV-0000141-08**
Date Filed: **4/02/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **6/09/08**

Judgment was entered for: (Name) **NORTHWEST SAVINGS BA, NK**

Judgment was entered against: (Name) **PICARD, SHARON LEE**
in the amount of \$ **2,509.35**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 2,406.35
Judgment Costs	\$ 103.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,509.35
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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JUN 09 2008 Date Richard Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **6/10/08 4:46:00 PM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

NORTHWEST SAVINGS BANK
1900 RIVER ROAD
CLEARFIELD, PA 16830

VS.

DEFENDANT:

NAME and ADDRESS

PICARD, SHARON LEE, ET AL.
PO BOX 1
SHAWVILLE, PA 16873

Docket No.: **CV-0000141-08**
Date Filed: **4/02/08**



08-1250-CD

(Date of Judgment) **6/09/08**

Judgment was entered for: (Name) **NORTHWEST SAVINGS BA, NK**

Judgment was entered against: (Name) **MARTELL, GLORIA L**
in the amount of \$ **2,509.35**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 2,406.35
Judgment Costs	\$ 103.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,509.35
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<hr/>	
Certified Judgment Total	\$ _____

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FILED
110:33 AM
JUL 22 2008

(bk)
William A. Shaw
Prothonotary/Clerk of Courts

JUN 09 2008 Date *Richard Ireland*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

JUL 18 2008 Date *Richard Ireland*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA

Telephone: **(814) 765-5335**

16830

RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NORTHWEST SAVINGS BANK
1900 RIVER ROAD
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

PICARD, SHARON LEE, ET AL.
PO BOX 1
SHAWVILLE, PA 16873

VS.

NAME and ADDRESS

Docket No.: **CV-0000141-08**
Date Filed: **4/02/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **6/09/08**

Judgment was entered for: (Name) **NORTHWEST SAVINGS BA, NK**

Judgment was entered against: (Name) **PICARD, SHARON LEE**
in the amount of \$ **2,509.35**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
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Portion of Judgment for physical damages arising out of
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Amount of Judgment	\$ 2,406.35
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JUN 09 2008 Date Richard Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

JUL 18 2008 Date Richard Ireland, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **6/10/08 4:46:00 PM**

FILED

JUL 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK : No. 2008-1250-CD
Successor In Interest To CSB BANK :
Plaintiff : Type of Pleading:
Vs. : COMPLAINT
SHARON L. PICARD and GLORIA L. : Filed on Behalf of:
MARTEL, : PLAINTIFF
Defendants : Counsel of Record for This Party:
: Kim C. Kesner, Esquire
: Supreme Court No. 28307
: 212 South Second Street
: Clearfield, PA 16803
: (814) 765-1706

FILED

AUG 04 2008

07/21/08

William A. Shaw
Prothonotary/Clerk of Courts

4 cent to

Attn:

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

NORTHWEST SAVINGS BANK	:	No. 2008-1250-CD
Successor In Interest To CSB BANK	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
SHARON L. PICARD and GLORIA L.	:	
MARTELL,	:	
Defendants	:	

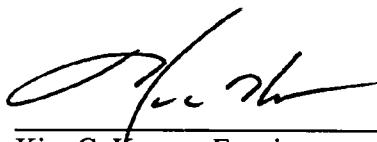
NOTICE

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 any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



Kim C. Kesner, Esquire
Attorney for Plaintiff

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

COMPLAINT

AND NOW, comes NORTHWEST SAVINGS BANK, by its counsel, Kim C. Kesner, Esquire, who files this Complaint, and in support thereof avers the following:

1. Plaintiff is Northwest Savings Bank, a Pennsylvania bank with an office at 1900 River Road, Clearfield, Pennsylvania, 16830. Northwest Savings Bank is the successor in interest to CSB Bank by acquisition.
2. Defendants are SHARON L. PICARD, an adult individual last known to reside at 36 Surveyor Run Road, Clearfield, Pennsylvania, 16830 and GLORIA L. MARTELL, an adult individual last known to reside at P.O. Box 24A, Shawville, Pennsylvania, 16873.
3. On October 2, 2006, Plaintiff's predecessor in interest, CSB Bank, lent to Defendants the sum of Three Thousand Fifty Five and 35/100 (\$3,055.35) Dollars, with interest at a rate of 15.880% with a maturity of September 2010, which loan was secured by a Promissory Note dated the date of the Loan, a true copy of which is annexed hereto as Exhibit "A".

4. Defendants made scheduled payments in accordance with the Promissory Note until October 2007, whereupon Defendants defaulted by failure to make scheduled payments thereafter.

5. Upon this default, Defendants became jointly and severally liable to Plaintiff for the entire unpaid principal balance and accruing interest, as well as attorneys fees and Plaintiff's expenses incurred.

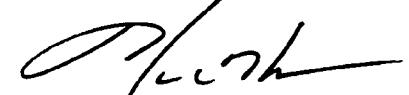
6. The sums due and payable to Plaintiff by Defendants are:

a.	Unpaid principal balance with accrued interest as of July 15, 2008, (\$2,570.47);	\$2,570.47
b.	Accruing interest – To be added;	_____
c.	Plaintiff's attorneys fees – To be added;	_____
d.	Plaintiff's taxable costs and legal expenses – To be added.	_____
	TOTAL	\$2,570.47 plus Accruing interest, attorney fees, and costs.

7. This is an appeal of a Magistrate's verdict for Plaintiff at CV-0000141-08.

WHEREUPON Plaintiff respectfully requests this Honorable Court to enter a judgment in its favor against Defendants, jointly and severally, in the sum of Two Thousand Five Hundred Seventy and 47/100 (\$2,570.47) Dollars, plus accruing interest, attorneys fees, taxable costs, and legal expenses in accordance with the Promissory Note.

Respectfully submitted,



Kim C. Kesner, Esquire
Attorney for Plaintiff

EXHIBIT "A"

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Call	Account	Officer	Initials
\$3,055.35	10-02-2006	09-30-2010	407993			037	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing **** has been omitted due to text length limitations.

Borrower: SHARON L PICARD
GLORIA L MARTELL
PO BOX 1
SHAWVILLE, PA 16873

Lender: CSB BANK
River Road Office
1900 River Road
Clearfield, PA 16830

Principal Amount: \$3,055.35

Interest Rate: 15.880%

Date of Note: October 2, 2006

Maturity Date: September 30, 2010

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Thousand Fifty-five & 35/100 Dollars (\$3,055.35), together with interest at the rate of 15.880% per annum on the unpaid principal balance from October 2, 2006, until paid in full.

PAYMENT. I will pay this loan in 48 payments of \$86.33 each payment. My first payment is due October 30, 2006, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 30, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid credit insurance premiums, accrued to the date of receipt of payment; then to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT; MINIMUM INTEREST CHARGE. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$5.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. If I prepay this loan in full, I will receive a rebate of any unearned insurance premiums. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, River Road Office, 1900 River Road, Clearfield, PA 16830.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of

**PROMISSORY NOTE
(Continued)**

the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. This loan is unsecured.

CREDIT INSURANCE. I have chosen to purchase Single Life Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB Bank P.O. Box 29 434 State Street Curwensville, PA 16833.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

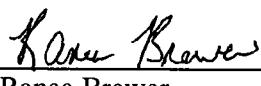
X Sharon L Picard (Seal)
SHARON L PICARD

X Gloria L Martell (Seal)
GLORIA L MARTELL

VERIFICATION

I, RANEA BREWER, as Manager of Northwest Savings Bank, verify that the statements in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Ranea Brewer

FILED
AUG 04 2007

William A. Stein
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK : No. 2008-1250-CD
Successor In Interest To CSB BANK :
Plaintiff : Type of Pleading:
Vs. : CERTIFICATE OF SERVICE
SHARON L. PICARD and GLORIA L. : Filed on Behalf of:
MARTEL, : PLAINTIFF
Defendants : Counsel of Record for This Party:
: Kim C. Kesner, Esquire
: Supreme Court No. 28307
: 212 South Second Street
: Clearfield, PA 16803
: (814) 765-1706

FILED *acc Atty*
0/12/15 cm *Kesner*
AUG 12 2008
WAM
William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK : No. 2008-1250-CD
Successor In Interest To CSB BANK :
Plaintiff :
: :
Vs. : :
: :
SHARON L. PICARD and GLORIA L. : :
MARTELL, : :
Defendants : :

CERTIFICATE OF SERVICE

I do hereby certify that on the 5 day of August, 2008, I served a true and correct copy of the within Complaint by first class mail, postage prepaid, on the following:

Sharon L. Picard
36 Surveyor Run Road
Clearfield, PA 16830

Gloria L. Martell
P.O. Box 24A
Shawville, PA 16873

August 5, 2008

Date



Kim C. Kesner

FILED

AUG 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

To the herein **PARTIES** you are hereby
notified to plead to the enclosed **NEW**
MATTER within 20 days of service thereof or
a default judgment may be entered against you.

Sharon Picard
Sharon Picard, Pro Se

Gloria Martel
Gloria Martel, Pro Se

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

NORTHWEST SAVINGS BANK

: No: 2008-1250-CD

Plaintiff

:

vs.

:

SHARON PICARD
GLORIA L. MARTEL

:

Defendant

:

:

: ANSWER TO COMPLAINT
WITH NEW MATTER

FILED

AUG 28 2008

013:30/6

William A. Shaw
Prothonotary/Clerk of Courts

31st FLOOR TO

DEPT.

610

FILED ON BEHALF OF
DEFENDANTS:

PRO SE:

SHARON PICARD
36 Surveyor Rd.
Clearfield, PA 16830
AND
GLORIA L. MARTEL
PO BOX 24A
SHAWVILLE, PA 16873

ANSWER OF DEFENDANTS, SHARON PICARD AND GLORIA L. MARTEL, TO
PLAINTIFF'S COMPLAINT WITH NEW MATTER

1. Denied. After reasonable investigation, Defendants cannot affirm allegation.
2. Admitted.
3. Denied as stated. The subject contract speaks for itself. By way of further answer, strict proof of Plaintiff's allegations is demanded at trial.
4. Denied as stated. The allegation in this paragraph calls for a legal conclusion and therefore no response is required. By way of further answer, strict proof of Plaintiff's allegations is demanded at trial.
5. Denied as stated. The allegation in this paragraph calls for a legal conclusion and therefore no response is required. By way of further answer, strict proof of Plaintiff's allegations is demanded at trial.
6. Denied as stated. The allegation in this paragraph calls for a legal conclusion and therefore no response is required. By way of further answer, strict proof of Plaintiff's allegations is demanded at trial.
7. Admitted although that has absolutely zero bearing on whether the amount is due.

WHEREFORE, Defendants, Sharon Picard and Gloria Martell, respectfully requests that this Honorable Court deny and dismiss Plaintiff's Complaint, with prejudice, and enter judgment in its favor and against Plaintiff, for all consequential and incidental

damages, including costs and such other and further relief as this Honorable Court deems just and proper.

NEW MATTER

1. Defendant incorporates herein by reference the averments contained in paragraphs 1 through 9 inclusive of this Answer and New Matter as fully as though the same were herein set forth at length.

2. Plaintiff's Complaint fails to state a claim upon which relief may be granted.

3. Plaintiff's claims are barred by the doctrine of Accord and Satisfaction.

4. Plaintiff's claims are barred by the doctrine of Estoppel.

5. Plaintiff's claims are barred by the applicable Statute(s) of Limitations.

6. Plaintiff's claims are barred by the Statute of Frauds.

7. The Complaint is barred by the doctrine of waiver.

8. The Complaint is barred by the doctrine of laches.

9. The Complaint is barred, in whole or in part, by plaintiff's failure to mitigate their claimed damages.

10. The Complaint is barred by the terms of the contract between the parties.

11. The Complaint is barred by the doctrines of frustration for purpose and failure of consideration.

12. The Complaint should be dismissed because the agreement between the parties contains a provision that makes arbitration the sole remedy for any breaches of that agreement.

13. Plaintiff's contract claims are barred because the agreement sued upon was the product of duress.

14. Plaintiff's contract claims are barred because the agreement between the parties was illegal and therefore unenforceable.

15. The claims set forth in the Complaint are barred as the amount alleged to be owed has been discharged in bankruptcy.

16. The claims set forth in the Complaint are barred because the agreement between the parties was based on fraud.

17. The claims set forth in the Complaint are barred because the payments have been made.

18. The claims set forth in the Complaint are barred by license.

19. The claims set forth in the Complaint are barred by the doctrine of res judicata.

20. The claims set forth in the Complaint are barred by the release.

WHEREFORE, Defendants, Sharon Picard and Gloria Martell, respectfully requests that this Honorable Court deny and dismiss Plaintiff's Complaint, with prejudice, and enter judgment in its favor and against Plaintiff, for all consequential and incidental damages, including costs and such other and further relief as this Honorable Court deems just and proper.

Date: 8-29-8

By: Sharon L. Picard
SHARON PICARD, Pro se
Defendant

By: Gloria Martell
GLORIA MARTEL, Pro se
Defendant

VERIFICATION

SHARON PICARD AND GLORIA PICARD, verifies that the statements made in the Answer of Defendant to Plaintiff's Complaint with New Matter are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

By: Sharon L. Picard
SHARON PICARD, Pro se
Defendant

By: Gloria Martell
GLORIA MARTEL, Pro se
Defendant

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

NORTHWEST SAVINGS BANK :
: No: 2008-1250-CD
Plaintiff :
:
vs. :
:
SHARON PICARD :
GLORIA L. MARTEL :
:
Defendant :
:

I, SHARDON PICARD AND GLORIA MARTEL, hereby avers that a true and correct copy of Defendant's Answer to Defendant's Complaint with New Matter has been served upon the following party via U.S. Regular Mail on this 29 day of AUGUST, 2008:

Kim Kesner, Esq.
23 North 2nd Street
Clearfield, PA 16830

By: Sharon L. Picard
SHARON PICARD, Pro Se
Defendant

FILED
AUG 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

SEP 17 2008

0/3:40/2008
William A. Shaw
Prothonotary/Clerk of Courts

4 Client to

ATT

(GR)

NORTHWEST SAVINGS BANK : No. 2008-1250-CD
Successor In Interest To CSB BANK :
Plaintiff : Type of Pleading:
Vs. :
: PLAINTIFF'S REPLY TO
: DEFENDANTS' NEW MATTER
: Filed on Behalf of:
SHARON L. PICARD and GLORIA L. : PLAINTIFF
MARTEL, :
Defendants : Counsel of Record for This Party:
: Kim C. Kesner, Esquire
: Supreme Court No. 28307
: 212 South Second Street
: Clearfield, PA 16803
: (814) 765-1706

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

NORTHWEST SAVINGS BANK	:	No. 2008-1250-CD
Successor In Interest To CSB BANK	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
SHARON L. PICARD and GLORIA L.	:	
MARTELL,	:	
Defendants	:	

PLAINTIFF'S REPLY TO DEFENDANTS' NEW MATTER

AND NOW, comes NORTHWEST SAVINGS BANK, by its counsel, Kim C. Kesner, Esquire, who files this Reply to Defendants' New Matter, and in support thereof avers the following:

1. The averments contained in paragraph 1 of Defendants New Matter require no reply. To the extent that a reply is necessary and relevant, the averments contained in paragraphs one (1) through seven (7) of Defendants Answer do not constitute valid specific denials and therefore constitute admissions of the facts pled in Plaintiff's Complaint.
2. It is specifically denied that Plaintiff's Complaint fails to state a claim upon which relief can be granted. Plaintiff's Complaint avers a legally sufficient claim for judgment in its favor for Defendants failure to pay the Promissory Note attached to the Complaint as Exhibit "A".

3. It is specifically denied that there has been any action by Defendants constituting an accord and satisfaction. Defendants New Matter fails to plead any facts supporting a cognizable claim of accord and satisfaction. Plaintiff avers that this allegation is patently false and has been made in bad faith.

4. It is specifically denied that Plaintiff's Claims are barred by the doctrine of estoppel. Defendants' New Matter fails to plead any facts supporting a cognizable claim of estoppel.

5. It is specifically denied that Plaintiff's Claims are barred by any applicable statute of limitations. Defendants' New Matter fails to plead any facts supporting any cognizable claim of the bar of any statute of limitations.

6. It is specifically denied that Plaintiff's claims are barred by the statute of frauds. Defendants' New Matter fails to plead any facts supporting a cognizable claim of the bar of the statute of frauds.

7. It is specifically denied that Plaintiff's Complaint is barred by the doctrine of waiver. Defendants' New Matter fails to plead any facts supporting a cognizable claim of waiver.

8. It is specifically denied that Plaintiff's Complaint is barred by the doctrine of laches. Defendants' New Matter fails to plead any facts supporting a cognizable claim of laches.

9. It is specifically denied that Plaintiff's Complaint is barred in all or in part by a failure to mitigate damages. Defendants' New Matter fails to plead any facts supporting a cognizable claim of failure to mitigate damages.

10. It is specifically denied that Plaintiff's Complaint is barred by the terms of the contract between the parties. Plaintiff's claims arise from and are supported by the Promissory Note attached to the Complaint as Exhibit "A". Otherwise, Defendants' New Matter fails to plead any facts supporting a cognizable claim of any defense arising under the terms of the Promissory Note.

11. It is specifically denied the Plaintiff's Complaint is barred by the doctrine of frustration for purpose and failure of consideration. Defendants' New Matter fails to plead any facts supporting a cognizable claim of frustration of purpose or failure of consideration. To the contrary, the duty to repay under the Promissory Note is not limited by any purpose(s) of Defendants and the consideration for the rights accruing under the Promissory Note was the loan made to Defendants.

12. It is specifically denied the Plaintiff's Complaint should be dismissed because the agreement between the parties contains a provision that makes arbitration a sole remedy for any breaches of that Agreement. There is no arbitration provision in the Promissory Note attached to the Complaint as Exhibit "A". Plaintiff avers that this allegation is patently false and has been made in bad faith.

13. It is specifically denied the Promissory Note was the product of duress. Defendants' New Matter fails to plead any facts supporting a cognizable claim of duress.

14. It is specifically denied that the Promissory Note is unenforceable as a legal contract. To the contrary, the transaction between Plaintiff and Defendants was valid and enforceable by its terms.

15. It is specifically denied that the amounts claimed in Plaintiff's Complaint have been discharged in bankruptcy. Plaintiff has received no notice of any bankruptcy

and believes and therefore avers that Defendants have never filed any bankruptcy applicable to this proceeding. Plaintiff avers that this allegation is patently false and has been made in bad faith.

16. It is specifically denied that claims set forth in Plaintiff's Complaint are barred because of fraud. Defendants' New Matter pleads no facts supporting a cognizable claim of fraud.

17. It is specifically denied that claims set forth in Plaintiff's Complaint are barred because all payments have been made under the Promissory Note. Plaintiff avers that this allegation is patently false and has been made in bad faith.

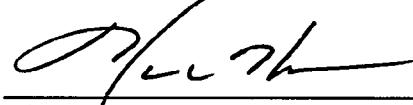
18. It is specifically denied that the claims set forth in Plaintiff's Complaint are barred by license. Defendants' New Matter pleads no facts supporting a cognizable claim of license.

19. It is specifically denied that the claims set forth in Plaintiff's Complaint are barred by the doctrine of res judicata. There has never been a previous adjudication of the claims made in Plaintiff's Complaint. Plaintiff avers that his allegation is patently false and has been made in bad faith.

20. It is specifically denied that the claims set forth in Plaintiff's Complaint are barred by a release. Defendants' New Matter sets forth no facts supporting a cognizable claim that the claims made in Plaintiff's Complaint have been released by Plaintiff. Plaintiff avers that this allegation is patently false and has been made in bad faith.

WHEREFORE Plaintiff respectfully requests this Honorable Court to enter a judgment in its favor against Defendants, jointly and severally, in the sum of Two Thousand Five Hundred Seventy and 47/100 (\$2,570.47) Dollars, plus accruing interest, attorneys fees, taxable costs, and legal expenses in accordance with the Promissory Note.

Respectfully submitted,



Kim C. Kesner, Esquire
Attorney for Plaintiff

VERIFICATION

I, RANEA BREWER, as Manager of Northwest Savings Bank, verify that the factual allegations in the foregoing Reply to New Matter are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Ranea Brewer

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

NORTHWEST SAVINGS BANK : No. 2008-1250-CD
Successor In Interest To CSB BANK :
Plaintiff :
Vs. :
SHARON L. PICARD and GLORIA L. :
MARTELL, :
Defendants :
.

CERTIFICATE OF SERVICE

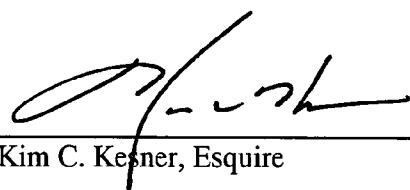
I do hereby certify that on the 17 day of September, 2008, I served a true and correct copy of the within Reply to New Matter by first class mail, postage prepaid, on the following:

Sharon L. Picard
36 Surveyor Run Road
Clearfield, PA 16830

Gloria L. Martell
P.O. Box 24A
Shawville, PA 16873

Sept. 17, 2008

Date



Kim C. Kesner, Esquire

FILED

SEP 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED *KC*

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

OCT 31 2008

01:56 PM

William A. Shaw

Prothonotary/Clerk of Courts

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

(To be executed by Trial
Counsel Only)

DATE PRESENTED

CASE NUMBER

2008-1250-CD

Date Complaint filed:

TYPE TRIAL REQUESTED

() Jury () Non-jury

(X) Arbitration

ESTIMATED TRIAL TIME

____ DAYS

PLAINTIFF(S):

NORTHWEST SAVINGS BANK

()

DEFENDANT(S):

Check Block
if a Minor

SHARON L. PICARD and GLORIA L. MARTEL

()

ADDITIONAL DEFENDANT(S)

is a Party
to the Case

()

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE

CONSOLIDATION

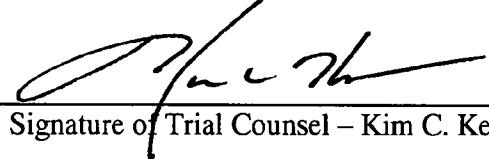
DATE CONSOLIDATION ORDERED

\$2,570.47

() Yes () No

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respect for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


Signature of Trial Counsel – Kim C. Kesner, Esquire

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF:

TELEPHONE NO.

Kim C. Kesner, Esquire

814-765-1706

FOR THE DEFENDANT:

TELEPHONE NO.

Pro se

FOR ADDITIONAL DEFENDANT

TELEPHONE NO.

Pro se

FILED
OCT 31 2008
William A. Shaw
Prothonotary/Clerk of Courts

(A)

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

NORTHWEST SAVINGS BANK :
vs. : No. 08-1250-CD
: SHARON L. PICARD AND
: GLORIA L. MARTEL

ORDER

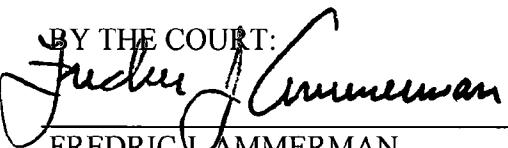
NOW, this 22ND day of December, 2008, it is the ORDER of the Court that
the above-captioned matter is scheduled for Arbitration on **Tuesday, January 27, 2009 at**
9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA. The following have been appointed as Arbitrators:

James Naddeo, Esquire

Christopher Shaw, Esquire

Paul Colavecchi, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven
(7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court**
Administrator's Office and copies to opposing counsel and each member of the Board of
Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form
in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

FREDRIC J. HAMMERMAN
President Judge

FILED

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DEC 22 2008

6 cc

CJA

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William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Northwest Savings Bank;

vs.

Sharon Lee Picard and Gloria L. Martell;

No. 2008-01250-CD

OATH OR AFFIRMATION OF ARBITRATORS

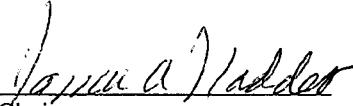
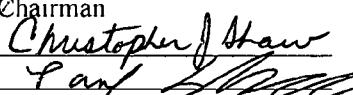
Now, this 27th day of January, 2009, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

James Naddeo, Esq.

Christopher Shaw, Esq.
Paul Colavecchi, Esq.

Sworn to and subscribed before me this
January 27, 2009


Prothonotary


Chairman

Paul Colavecchi

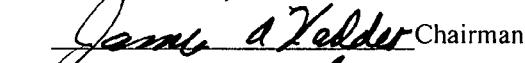
S **FILED** 

JAN 27 2009
01/27/09
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO
Atty. KASNER
DEPT. PICARD +
MARTELL

AWARD OF ARBITRATORS

Now, this 27th day of Jan, 2009, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment for Plaintiff in the amount
of \$567.72 with interest from Jan. 27th 2009


Chairman



(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 27th day of January, 2009, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

FILED
/JAN 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-27-09

You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions: Georgia + Sharon

A+

2

ADDRESSES

450 - 9:00 - 9:20 AM
150 - 10:00 - 10:45 AM

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

Northwest Savings Bank : :

Vs. : No. 2008-01250-CD :

Sharon Lee Picard Gloria L. Martell

NOTICE OF AWARD

TO: Kim Kesner, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 27, 2009 and have awarded:

Judgment for Plaintiff in the amount of \$5,067.72

William A. Shaw, Prothonotary

January 27, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 27, 2009 at 9:50 A.M..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$450.00.

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

Northwest Savings Bank

Vs. : No. 2008-01250-CD

Sharon Lee Picard Gloria L. Martell

NOTICE OF AWARD

TO: Sharon Lee Picard & Gloria L. Martell

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 27, 2009 and have awarded:

Judgment for Plaintiff in the amount of \$5,067.72

William A. Shaw, Prothonotary

January 27, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 27, 2009 at 9:50 A.M..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$450.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

)
NORTHWEST SAVINGS BANK) No: 2008-01250-CD
)
Plaintiff,)
)
vs.)
)
SHARON PICARD)
GLORIA L MARTELL)
)
Defendant.

PRAECIPE TO DISCONTINUE

TO: PROTHONOTARY

Kindly mark the above referenced case satisfied, settled and discontinued.

Respectfully submitted,

BY: Andrew S. Ledebur
Andrew Ledebur on behalf of
Northwest Savings Bank, Plaintiff

L **FILED** 2008
M 12/4/2012 2 Cert. of
S NOV 29 2012 DISC. TO
William A. Shaw
Prothonotary/Clerk of Courts Atty

FILED
NOV 29 2012
William A. Shew
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Northwest Savings Bank

Vs. **No. 2008-01250-CD**
Sharon Lee Picard
Gloria L. Martell

CERTIFICATE OF DISCONTINUATION

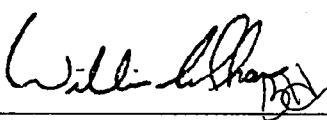
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 29, 2012, marked:

Satisfied, Settled, and Discontinued

Record costs in the sum of \$95.00 have been paid by Sharon Lee Picard, and record costs in the sum of \$20.00 have been paid by Kim C. Kesner, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of November A.D. 2012.



William A. Shaw, Prothonotary