



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff

vs.

ROBERT L. DORAN,

Defendant

CIVIL DIVISION

NO. 2008 - 1457 - CD

**COMPLAINT IN REPLEVIN**

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

Counsel of Record for This Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED**

m 9:51 a.m. GK  
AUG 08 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ICC ATTY.  
1 COMPL. TO SHFF

ATTY PAID 95.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

PNC BANK, NATIONAL ASSOCIATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
	)	
ROBERT L. DORAN,	)	
	)	
Defendant.	)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED in court. IF YOU WISH TO DEFEND against the claims set forth in the following pages, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that IF YOU FAIL to do so, the case may proceed without you and A JUDGMENT may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or other relief requested by the plaintiff. YOU MAY LOSE MONEY OR PROPERTY or other rights important to you.

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

LAWYER REFERRAL SERVICE --

Daniel J. Nelson  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 17108  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
	)	
ROBERT L. DORAN,	)	
	)	
Defendant	)	

**COMPLAINT IN REPLEVIN**

AND NOW, comes the Plaintiff, PNC BANK, NATIONAL ASSOCIATION, by and through its counsel, Tucker Arensberg, P.C., and files this Complaint stating as follows:

1. Plaintiff is PNC Bank, National Association, a national banking association which is organized and existing under the law of the United States of America and a citizen of Pennsylvania with its main office at Fifth Avenue and Wood Street, Pittsburgh, Allegheny County, Pennsylvania 15222.

2. Defendant, Robert L. Doran, is an individual, with a residence address of 127 Bell Lane, P.O. Box 544, Woodland, PA 16881.

3. On or about May 29, 2001, Plaintiff and Defendant entered into a Pennsylvania Mobile Home Installment Sale Contract ("Contract") whereby Plaintiff did lend the sum \$50,898.50 and Defendant promised to pay to Plaintiff the amount due under the terms and conditions of the Contract, said conditions including payment of monies when due at monthly intervals. A true and correct copy of the Contract is attached hereto, incorporated herein, and labeled Exhibit "A".

4. Under the terms and conditions of the Contract, Defendant granted to Plaintiff a security interest in the following property: 2000 Marlette Mobile Home, Serial No. T00481AB (hereafter "Marlette").

5. Plaintiff perfected its security interest in the Contract. A true and correct copy of the Certificate of Title is attached hereto, incorporated herein and labeled Exhibit "B".

6. Under the terms and conditions of the Contract, Exhibit "A", Plaintiff may take possession of the Marlette if Defendant is in default under the Contract, and has not cured the default after any required notice.

7. Defendant failed to make payment to Plaintiff on or before, but not limited to, the due date of the payment for February, 2008, and on subsequent dates thereafter.

8. Defendant's failure to make payment to Plaintiff on or before the due date placed Defendant in default under the terms and conditions of the Contract, and caused the full balance to be immediately due.

9. The full balance due is \$49,878.27.

10. On or about May 2, 2008, Plaintiff gave to Defendant the required written notice of the default. A true and correct copy of the notice is attached hereto, incorporated herein and labeled Exhibit "C".

11. Since on or about May 2, 2008, and continuing to the present Defendant has failed/refused to remit the monies due to Plaintiff under the terms and conditions of the Contract, and in response to Exhibit "C".

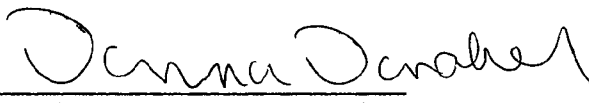
12. On or about June 13, 2008, Plaintiff demanded Defendant to surrender possession of the Marlette to Plaintiff; Defendant has failed/refused to respond to the demand.

13. Plaintiff believes and therefore avers that the current retail value of the Marlette is \$30,400.00.

WHEREFORE, Plaintiff requests this Honorable Court to enter judgment in favor of Plaintiff awarding; possession of the Marlette to Plaintiff, special damages of Replevin, costs, interest and such other relief as the Honorable Court deems proper.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

BANK\_FIN:327925-1 000011-136586







30-2-2203590148 5-29-01

## COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

7.161

031940014000147-001

1000481A0

2000

MARLETTE

56369421301-00

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MH

0

SEAT CAP

PRIOR TITLE STATE

7/20/01

EXEMPT

4

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

7/20/01

7/20/01

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

## ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

ROBERT L DORAN JR

125 BELL LN

BRADFORD HTS

WOODLAND PA 16881

FIRST LIEN FAVOR OF:

UNITED TRUST BANK

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

UNITED TRUST BANK

1130 RT 22E

PO BOX 6000

BRISDEWATER NJ 08807

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.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

## ODOMETER STATUS

- 0 = ACTUAL MILEAGE  
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS  
 2 = NOT THE ACTUAL MILEAGE  
 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
 4 = EXEMPT FROM ODOMETER DISCLOSURE

## TITLE BRANDS

- A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIBLE VEHICLE  
 F = OUT OF COUNTRY  
 G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION  
 H = AGRICULTURAL VEHICLE  
 L = LOADING VEHICLE  
 P = IS/WAS A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = IS/WAS A TAXI

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.

BRADLEY L MALLORY

Secretary of Transportation

## D. APPLICATION FOR TITLE AND LIEN INFORMATION-

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

SUBSCRIBED AND SWORN TO BEFORE ME:

NO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

STATE

ZIP

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

EXHIBIT

"B"

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE

SURE, VOIDS THIS TITLE

12056698

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING** - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

		LAST	FIRST	M.I.	
<b>A. ASSIGNMENT OF TITLE</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p>				
	PURCHASER OR FULL BUSINESS NAME				
	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<b>B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.</p>				
	PURCHASER OR FULL BUSINESS NAME				
	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<b>C. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.</p>				
	PURCHASER OR FULL BUSINESS NAME				
	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<b>D. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.</p>				
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	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<b>E. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.</p>				
	PURCHASER OR FULL BUSINESS NAME				
	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<b>F. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	<p>We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle.</p> <p>unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage</p> <p>WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.</p>				
	PURCHASER OR FULL BUSINESS NAME				
	CO-PURCHASER				
	STREET ADDRESS				
	CITY				
	STATE		ZIP	PURCHASE PRICE OR DM	
	SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR				
	SIGNATURE OF PERSON ADMINISTERING OATH				
	PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE				
	SIGNATURE OF SELLER				
<p><b>C. CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$ _____</b></p>					

ALL SELLERS SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPOWERED TO ADMINISTER OATHS.

## NOTICE OF DEFAULT AND INTENT TO TAKE ACTION

DATE OF NOTICE: March 21, 2008

Robert L Doran  
127 Bell Lane PO Box 544  
Woodland, PA 16881

**RE:** Pennsylvania Mobile Home Installment Sales Contract

Dated: May 29, 2001

Collateral: 2000 Marlette Mobile Home

Manufacturer's Serial Number: #00481AB

Account Number: 030-02-7703590148

*This paragraph is a special notice to our customers who have filed a Petition for protection under the United States Bankruptcy Code. Unless you have signed a reaffirmation agreement with PNC and the reaffirmation agreement has been filed with the Bankruptcy Court (and subsequently not rescinded in accordance with the Bankruptcy Code); you may disregard all portions of this Notice which state that you are required to pay PNC Bank. You may wish to consult with your counsel regarding this Notice, your bankruptcy proceeding and the ability of PNC Bank to enforce its lien on the Collateral.*

We hold above the Contract which provides for payment to us of monthly installments and for other additional amounts.

THE CONTRACT IS IN DEFAULT because of the following (applicable items are checked):

☒ The following monthly installments have not been paid on the agreed due dates:

<u>Due Date</u>	<u>Payment/Default Charges</u>
02/28/2008	\$427.13

☒ The following other event of default under the terms of the contract has occurred:

Late Charges: \$5.00

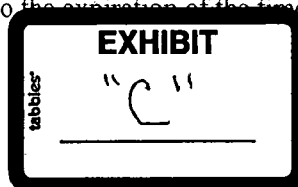
YOU OR ANYONE ON YOUR BEHALF MAY CURE THE DEFAULT by paying to us in full the TOTAL, shown below, WITHIN THE NEXT THIRTY (30) DAYS which expires on April 20, 2008.

1. Overdue installments:	\$427.13
2. Total late charges due:	\$5.00

**TOTAL:** \$432.13

3. Remit to: Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

If another monthly payment becomes due prior to the expiration of the time in which you must pay the TOTAL; you must add that monthly payment to the TOTAL.



**PAGE -2-**

If we do not receive the above payments within the next thirty (30) days, we intend to require the entire Contract balance and other amounts due to be paid immediately and to terminate your ownership or possession of the Mobile Home by any of the following methods:

1. Without breach of the peace repossess the Mobile Home and, by notice to you, advise you of your right to redeem. If, after repossession, you do not exercise your right to redeem, or cure your default within 15 days from the date of the notice, your ownership shall be terminated.
2. We may begin legal action to take possession of the Mobile Home, in which action the Sheriff may take possession of it.
3. We may sue you for the unpaid balance and all other sums under the Contract. In such action, the Sheriff after judgement may levy upon and sell the Mobile Home.

YOU OR ANYONE ON YOUR BEHALF MAY CURE THE DEFAULT AT ANY TIME BEFORE OWNERSHIP OF THE MOBILE HOME IS TRANSFERRED FROM YOU BY THE ABOVE REPOSESSION OR LEGAL ACTION (which shall be at least forty-five (45) days after your receipt of this notice). The payments necessary to cure the default after the expiration of thirty days from the date of this notice is shown above plus the following (and you should contact our Collection Department at either telephone number (412) 762-1214 or 800-878-0027 to find out the exact amounts of these additional items):

1. Any additional monthly installments and default charges which may have become due upon your payment to us.
2. If possession of the Mobile Home has been taken by us, and reasonable costs incurred by us for detaching and moving it.
3. If our lawyers have started legal action, their reasonable fees and the court costs incurred by us which we will specify to you in writing.

Payments of the specified amounts to cure must be made by cash, cashier's check, or certified check and the required performance must be tendered at the office of PNC Bank at Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, Pennsylvania 15222. Less than full payment and performance will not be accepted and will not cure the default.

**THE CURE OF THE DEFAULT IN THE MANNER AND WITHIN THE TIMES SET FORTH WILL RESTORE YOU TO THE SAME POSITION AS IF NOT DEFAULT HAD OCCURRED, YOU OR ANYONE ON YOUR BEHALF HAVE THE RIGHT TO CURE A DEFAULT NOT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR BY TENDERING THE AMOUNT DUE AND PERFORMANCE SPECIFIED IN OUR NOTICE OF DEFAULT AND INTENT TO TAKE ACTION.**

PNC BANK  
Consumer Loan Center

By 

Arlene West  
Authorized Representative of PNC Bank, NA

**VERIFICATION**

The undersigned, Darnella Ganaway, hereby verifies the statements of fact contained in the attached Complaint in Replevin to be true and correct according to his personal knowledge, information and belief, and further pledges that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 7/7/2008

By:   
Darnella Ganaway  
Attorney Relations Manager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1457-CD

PNC BANK, NATIONAL ASSOCIATION

vs

ROBERT L. DORAN

SERVICE # 1 OF 1

COMPLAINT IN REPLEVIN

SERVE BY: 09/07/2008

HEARING:

PAGE: 104516

DEFENDANT:

ROBERT L. DORAN

ADDRESS:

127 BELL LANE, PO BOX 544  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 8/13/08 AT 1054 AM / PM **SERVED** THE WITHIN

COMPLAINT IN REPLEVIN ON ROBERT L. DORAN, DEFENDANT

BY HANDING TO

Michelle Doran

wife

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

ADDRESS SERVED

127 Bell Ln. Woodland Pa

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

COMPLAINT IN REPLEVIN FOR ROBERT L. DORAN

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

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

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT L. DORAN

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter  
Deputy Signature

S. Hunter  
Print Deputy Name

**FILED**

AUG 13 2008

0/3:30/1  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff

vs.

ROBERT L. DORAN,

Defendant

CIVIL DIVISION

NO. 2008-1457-CD

**PRAECIPE FOR DEFAULT JUDGMENT**

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

Counsel of Record for This Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED** *Atty. pd. 20.00*  
*m/10:20/20*  
NOV 24 2008 *ICCA Notice*  
*to Def.*

5  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, )

Plaintiff, )

vs. )

No. 2008-1457-CD

ROBERT L. DORAN, )


Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment in accordance with Pa.R.C.P. No. 1084, in favor of plaintiff and against Defendant, Robert L. Doran, awarding retention of possession of the 2000 Marlette Mobile Home, Serial No. T00481AB, to Plaintiff.

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212



CERTIFICATION

The undersigned hereby certifies that a true and correct notice of intention to enter a default judgment, said notice conforming to Pa.R.C.P. No. 237.1, was sent to Defendant, Robert L. Doran, by U.S. mail, postage prepaid on the 29nd day of October, 2008. A true and correct copy of the Notice is attached hereto.

  
\_\_\_\_\_  
Attorney for PNC Bank, National Association

**TUCKER ARENSBERG** ATTORNEYS  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, )

Plaintiff, )

vs. )

No. 2008-1457-CD

ROBERT L. DORAN, )

Defendant. )

TO: Robert L. Doran  
127 Bell Lane  
P.O. Box 544  
Woodland, PA 16881

DATE OF NOTICE: October 29, 2008

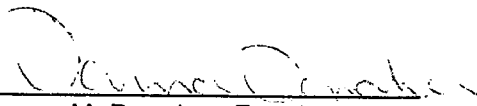
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE**

Daniel J. Nelson  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

TUCKER ARENSBERG, P.C.

By:   
Donna M. Donaher, Esquire  
Attorney for Plaintiff  
1500 One PPG Place  
Pittsburgh, Pa 15222  
(412) 566-1212

BANK\_FIN:338502-1 000011-136586

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 2008-1457-CD
	)	
	)	
ROBERT L. DORAN,	)	
	)	
Defendant.	)	

To: Robert L. Doran  
127 Bell Lane  
P.O. Box 544  
Woodland, PA 16881

**NOTICE OF ENTRY OF JUDGMENT**

Please take notice that on \_\_\_\_\_, 2008, a Judgment by Default, was entered against you in the court and at docket term and number set forth above.

The Judgment awards retention of possession of the 2004 Cadillac SRX, Vehicle Identification No. 1GYDE63A540108348, to Plaintiff.

\_\_\_\_\_  
Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

NO. 2008-1457

Plaintiff,

**PRAECIPE FOR WRIT OF POSSESSION**

Filed on behalf of Plaintiff,  
PNC Bank, National Association

vs.

Code:

ROBERT L. DORAN

Defendant.

Counsel of Record for This Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

FILED Atty p d  
m 12:02:01 20.00  
DEC 10 2008 No CC

§ William A. Shaw I writ to  
Prothonotary/Clerk of Courts Sheriff

(611)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	
	)	
Plaintiff	)	
	)	
vs.	)	No. 2008-1457-CD
	)	
	)	
ROBERT L. DORAN	)	
	)	
	)	
Defendant.	)	


**PRAECIPE FOR WRIT OF POSSESSION**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly issue a Writ of Possession to the Sheriff of Clearfield County and direct that, in order to satisfy the judgment for possession in this matter, that they deliver possession of the 2000 Marlette Mobile Home, Vehicle Identification No. too481AB, to PNC Bank, National Association.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:   
Donna M. Donaher, Esquire  
Pa. I.D. No. 53165

1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

Counsel for PNC Bank, National Association

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

Copy

WRIT OF POSSESSION

**PNC Bank, National Association**

**Plaintiff(s)**

**Vs.**

**NO.: 2008-01457-CD**

**Robert L. Doran**

**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: PNC Bank, National Association, Plaintiff(s)

2000 Marlette Mobile Home, Vehicle Identification No. too481AB

- (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.

December 10, 2008  
Date

William A. Shaw  
William A. Shaw, Prothonotary

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

\_\_\_\_\_  
Sheriff

REQUESTING PARTY NAME: PNC Bank, National Association  
ATTORNEY FILING: Donna M. Donaher, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1457-CD

PNC BANK, NATIONAL ASSOCIATION

vs

ROBERT L. DORAN

SERVICE # 1 OF 5

**FILED**  
03:56 PM  
DEC 17 2008

WRIT OF POSSESSION

SERVE BY: 12/26/2008 *ASAP* HEARING: PAGE: 105041

DEFENDANT: ROBERT L. DORAN  
ADDRESS: 127 BELL LANE, PO BOX 544  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw  
Prothonotary/Clerk of Courts

INFORM INDIVIDUAL(S) SERVED THAT  
THEY HAVE **TEN (10) DAYS** FROM  
DATE OF SERVICE TO VACATE  
PREMISES

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-15-08 N/A \_\_\_\_\_

*1st place on left* 12-16-08 \_\_\_\_\_  
**SHERIFF'S RETURN**

NOW, 12-17-08 AT 10:51 (AM) PM **SERVED** THE WITHIN

WRIT OF POSSESSION ON ROBERT L. DORAN, DEFENDANT

BY HANDING TO Michelle Doran 1 wife

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

ADDRESS SERVED 127 Bell Ln Woodland Pa

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

WRIT OF POSSESSION FOR ROBERT L. DORAN

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

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

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT L. DORAN

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter  
Deputy Signature

S. Hunter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104516  
NO: 08-1457-CD  
SERVICES 1  
COMPLAINT IN REPLEVIN

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: ROBERT L. DORAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	314510	10.00
SHERIFF HAWKINS	ARENSBERG	314510	23.85

3  
FILED  
01/09:00am  
JAN 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105041  
NO: 08-1457-CD  
SERVICES 1  
WRIT OF POSSESSION

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: ROBERT L. DORAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	319131	10.00
SHERIFF HAWKINS	ARENSBERG	319131	35.55

FILED  
01/13/30am  
JAN 14 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff