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08-1457-CD
PNC Bank vs Robert L. Doran

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff

NO. 2008 - 1457 - CD

vs.

ROBERT L. DORAN,

COMPLAINT IN REPLEVIN

Filed on behalf of Plaintiff,
PNC Bank, National Association

Defendant

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

in 9:51 a.m. 6K ICC ATTY.

AUG 08 2008

1 COMPL. TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts

Atty Paid 95.00

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

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,)
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Plaintiff,)
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vs.) No.
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ROBERT L. DORAN,)
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)
)
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".

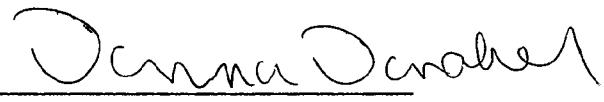
12. On or about June 13, 2008, Plaintiff demanded Defendant to surrender possession of the Marlette to Plaintiff; Defendant has failed/refused to respond to the demand.

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

FORM PA 24-SLC (Rev. 4/00) SIMPLE INTEREST

PENNSYLVANIA
MOBILE HOME INSTALLMENT SALE CONTRACT WITHOUT REAL ESTATE Dated MAY 29, 2001 Account # 70359014-8

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>13,280.00</u>
9.00%	\$ 77,240.50	\$ 50,898.50	\$ 128,139.00	\$ 141,419.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
300	\$ 427.13	Monthly, beginning <u>JUNE 28, 2001</u>

Security: You are giving a security interest in the mobile home being purchased.

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

Filing Fees: \$

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.

Assumption: Someone buying your mobile home cannot assume the remainder of this Contract on the original terms.

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, **COMMUNITY HOME SALES @ BRADFORD HEIGHTS**we are the **SELLER**, **R.R. #2, BOX 567, WOODLAND, PA 16881**

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

You are the **BUYER(S)**, **ROBERT L. DORAN, JR., 16881, BRADFORD HEIGHTS, LOT 125, BEAUMONT LN., WOODLAND, PA**Names(s) **Address(es)** **Zip Code(s)**

PROVIDES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due as and in accordance with the terms of 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 liens, encumbrance or security interest, except as shown on the "lien Payoff" in the "Itemization of Amount Financed".

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. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called "PROPERTY INSURANCE COMPANY" or "ITEMIZATION OF AMOUNT FINANCED" section of this Contract. In the section called "OUR PROMISES ABOUT INSURANCE" on the reverse side of this Contract, you are promising to insure the Vehicle and keep it insured.

Mobile Home

Physical Damage Ins. \$ _____ Term _____ Mes. (Describe) \$ _____ Term _____ Mes.

Comprehensive Ins.

Other _____

Mobile Home

\$ _____ Term _____ Mes. (Describe) \$ _____ Term _____ Mes.

Fire and

Theft \$ _____ Term _____ Mes. CHARGES \$ _____

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. 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.

Credit Life Insurance will not be provided, be provided for the term of the credit, be provided for months months.

By signing, you select Single Credit Life Insurance. What is your which costs \$ _____ age: _____ Years By signing, you both select Joint What are Credit Life Insurance, which costs \$ _____, your ages?

Signature of Buyer to be insured for Single Credit Life Insurance

1. _____ Years
2. _____ Years
Signatures of both Buyers to be insured for Joint Credit Life Insurance

Intestate:

VEHICLE: You agree to purchase, under the terms of this Contract, the following mobile home and its appliances, fixtures, equipment and fixtures, which is listed the "Vehicle" or "Mobile Home" in this Contract.

N/R U Year and Manufacturer Length & Width Color & Model Serial Number

NEW 2000 MARINETTE 27 X 48 MANUFACTURED HOME
Excluded with

7000481A+B

ASSIGNEE: We may assign this Contract and Security Agreement to the Assignee named in this section, which is not "Assignee." If at any time the Owner of the Contract assigns the Contract to another assignee, the term "Assignee" after the "Assignee" in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee is:

UNITED TRUST BANK, 1130 Rte. 22E, P.O. BOX 6000
BRIDGEWATER, NJ 08807

CO-SIGNER: You, the person signing this Security Agreement below, are a co-signer and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all obligations in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing this 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 the 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, specifying the Trade-in, if shown above, and paying us the Amount Financed plus interest. You promise to make payment in accordance with the Payment Schedule, including all interest, fees, and other amounts due under the terms of this Contract. 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 attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect us in any action or proceeding. You agree to make payments at the place or to whom payments are due or to whom payments will be made on that same day of each month thereafter.

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

SELLER Erika R. Mann, Manager Robert L. Doran, Jr. (SEAL) 5/26/01BY COMMUNITY HOME SALES 05-29-01 05-29-01 Buyer Robert L. Doran, Jr. (SEAL) 5/26/01

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

(SEAL) Address Date
(SEAL) Address Date
Co-Signer's Signature Address 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 ensure 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.

(SEAL) Address Date
(SEAL) Address Date
Co-Owner's Signature Address Date

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

Robert L. Doran, Jr. Buyer Co-Signer Co-Signer or C

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - 100% - READER COPY - CASH - NONCO-SIGNER COPY - P/M - G/P - G/L - G/L

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - 100% - READER COPY - CASH - NONCO-SIGNER COPY - P/M - G/P - G/L - G/L

EXHIBIT

Tables
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30-2-7203590148 5-29-01

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

7.161

DEP-9400147-001

100046140

2000

MARLETTE

56369421301-00

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

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DUP

SEAT CAP

PRIOR TITLE STATE

7/20/01

EXEMPT

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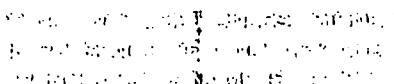
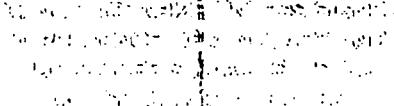
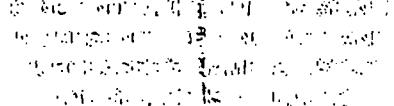
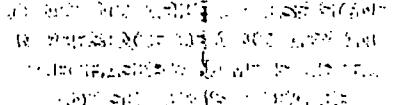
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(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

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.

A. ASSIGNMENT OF TITLE		Registered dealer must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.	LAST	FIRST	M.I.
<p>We certify, to the best of my/our knowledge that the odometer reading is 100000 miles and reflects the actual mileage of the vehicle, 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. 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 DIN			
SUBSCRIBED AND SWORN TO BEFORE ME:		MO.	DAY	YEAR	PURCHASER SIGNATURE
SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE			
		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE			
		SIGNATURE OF SELLER			
		SIGNATURE OF CO-SELLER			
B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER <p>We certify, to the best of my/our knowledge that the odometer reading is 100000 miles and reflects the actual mileage of the vehicle, 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. 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 DIN			
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SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE			
		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE			
		SIGNATURE OF SELLER			
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SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE			
		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE			
		SIGNATURE OF SELLER			
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SUBSCRIBED AND SWORN TO BEFORE ME:		MO.	DAY	YEAR	PURCHASER SIGNATURE
SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE			
		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE			
		SIGNATURE OF SELLER			

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.

EXHIBIT

"C"

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

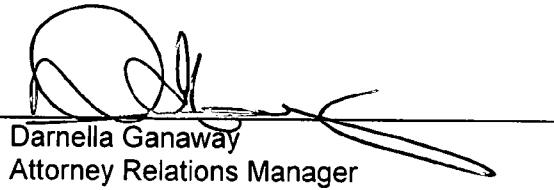
By *Arlene West*
Arlene West
Authorized Representative of PNC Bank, NA

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: 7/1/2008

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 10:54 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 In. 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

NO. 2008-1457-CD

Plaintiff

PRAECIPE FOR DEFAULT JUDGMENT

Filed on behalf of Plaintiff,
PNC Bank, National Association

vs.

ROBERT L. DORAN,

Code:

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 *Att'y pd. 20.00*
11/10/2008
NOV 24 2008 ICC Notice
S *to Def.*
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
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Attorneys
PNC BANK, NATIONAL ASSOCIATION,)
Plaintiff,)
vs.)
ROBERT L. DORAN,)
Defendant.)

No. 2008-1457-CD

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*
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.

ROBERT L. DORAN

Defendant.

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 p.d.
m12/02/08 2000
DEC 10 2008 No CC

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

(610)

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

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, 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

FILED
01356061
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

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 12-16-08

SHERIFF'S RETURN

NOW, 12-17-08 AT 10:51 AM SERVED THE WITHIN

WRIT OF POSSESSION 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

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

S
FILED
019.00cm
JAN 06 2009
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

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

5
FILED
1/13/30am
JAN 14 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff