

08-2233-CD  
Ctd B&T vs Jeremy Hamman

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

CLEARFIELD BANK & TRUST COMPANY, : No. 08-2233-CD  
Plaintiff :  
vs. : Type of Pleading:  
JEREMY HAMMAN, :  
Defendant : **COMPLAINT**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: Kim C. Kesner, Esquire  
: Supreme Court No. 28307  
: 212 South Second Street  
: Clearfield, PA 16830  
: (814) 765-1706 – telephone  
: (814) 765-1776 – facsimile

*S*  
**FILED** 4CC  
11/3/2008 Atty Kesner  
NOV 19 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
*WAS* Atty pd,  
9500

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

CLEARFIELD BANK & TRUST COMPANY, : No. \_\_\_\_\_  
Plaintiff :  
: :  
vs. :  
: :  
JEREMY HAMMAN, :  
Defendant :  
:

**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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.**

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641, ext. 5982

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

CLEARFIELD BANK & TRUST COMPANY, : No. \_\_\_\_\_  
Plaintiff :  
: :  
vs. :  
: :  
JEREMY HAMMAN, :  
Defendant :  
: :

**COMPLAINT**

AND NOW, comes the Plaintiff, CLEARFIELD BANK & TRUST COMPANY, by its counsel, Kim C. Kesner, Esquire, who sets forth its cause of action of which the following is concise statement:

1. Plaintiff is Clearfield Bank & Trust, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 11 N. Second Street, Clearfield, Pennsylvania 16830.
2. Defendant is Jeremy Hamman, an adult individual who is *sui juris*, with a last address known to Plaintiff of P.O. Box 91, Mount Union, Huntingdon County, Pennsylvania, 17066.
3. Plaintiff funded a loan to Defendant with a loan date of April 3, 2007, in the amount of \$3,050.00 repayable with interest at the rate of 12% per annum, secured by a Note and Security Agreement, a copy of which is annexed hereto as Exhibit "A".
4. Defendant made scheduled monthly payments until the payment due and payable on March 13, 2008, which he failed or refused to pay and which remains delinquent constituting a default under the Note and Security Agreement.

5. Defendant has failed or refused to pay all the other scheduled monthly payments since March 13, 2008, entitling Plaintiff to accelerate the balance under the Note and Security Agreement.

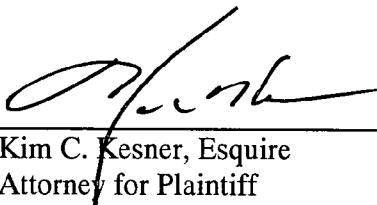
6. The following amounts are due and payable:

a. Principal and accrued interest as of 10/24/08	\$ 2,663.38
b. Late Charges and unpaid Loan Fees	(to be added)
c. Interest at 12% per annum	(to be added)
d. Attorney fees	<u>(to be added)</u>
<b>TOTAL:</b> \$ 2,663.38	

Plus interest from March 13, 2008 at 12% per annum, Plaintiff's costs and expenses of suit and Plaintiff's attorney's fees collectible under the Note and Security Agreement, all to be added.

WHEREFORE, the Plaintiff demands judgment against Defendant in the sum of Two Thousand Six Hundred Sixty Three and 38/100 (\$2,663.38) Dollars, together with interest at 12% per annum, costs of suit, late charges, and attorney's fees.

Respectfully submitted,

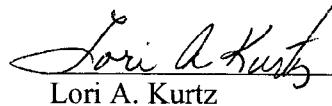


\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, LORI A. KURTZ, as Assistant Vice President and Collections Manager of Clearfield Bank & Trust, verify that the statements in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

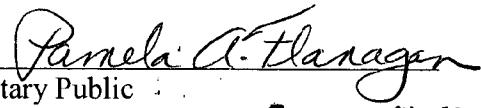
This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Lori A. Kurtz

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

Before me, the undersigned authority personally appeared Lori A. Kurtz, who, being duly sworn according to law, deposes and says that she is the Assistant Vice President and Collections Manager of Clearfield Bank & Trust, that she is authorized and empowered to execute the Verification, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information, and belief.

Sworn to and subscribed before me on this 7<sup>th</sup> day of November, 2008.

  
\_\_\_\_\_  
Pamela A. Flanagan  
Notary Public

Commonwealth of Pennsylvania  
My Commission Expires: NOTARIAL SEAL  
PAMELA A. FLANAGAN, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires March 21, 2009

**Note, Disclosure, and Security Agreement****Lender**

CLEARFIELD BANK & TRUST COMPANY  
ASHMAN STREET  
THREE SPRINGS, PA 17264

**Borrower**

JEREMY HAKMAN  
RD 1 BOX 2306  
THREE SPRINGS PA 17264

Loan Number 1066005  
Loan Date 04/03/07  
Maturity Date 10/03/10  
Loan Amount 3,050.00  
Renewal of \_\_\_\_\_

Refer to the attached addendum for additional Borrowers and their signatures.

**Truth-in-Lending Disclosures**

Annual Percentage Rate The cost of my credit as a yearly rate. 13.0043 %	Finance Charge The dollar amount the credit will cost me. \$ 763.57	Amount Financed The amount of credit provided to me or on my behalf. \$ 3,000.00	Total of Payments The amount I will have paid when I have made all scheduled payments. \$ 3,763.57
My Payment Schedule Will Be: Payments Amount of Payments		When Payments Are Due Monthly Beginning - 05/13/07 OCTOBER 03, 2010	
4	\$ 89.61	"e" means an estimate.	
1	\$ 89.56		
	\$		
	\$		
<p><b>Demand.</b> <input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.</p> <p><b>Prepayment.</b> If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.</p> <p><input type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.</p> <p><b>Late Charge.</b> If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 maximum</p> <p><b>Security.</b> I am giving a security interest in:</p> <p><input type="checkbox"/> the goods or property being purchased.</p> <p><input type="checkbox"/> collateral securing other loans with you may also secure this loan.</p> <p><input type="checkbox"/> (brief description of other property)</p>			
<p><b>Filing Fees.</b> \$ _____</p> <p><b>Non-filing Insurance.</b> \$ _____</p> <p><input type="checkbox"/> <b>Required Deposit.</b> The annual percentage rate does not take into account my required deposit.</p> <p><input type="checkbox"/> <b>Assumption.</b> Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.</p> <p><b>Contract Documents.</b> I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.</p>			

**Promissory Note**

**Promise to Pay.** For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 3,050.00 plus interest from APRIL 03, 2007 at the rate of 12.00 % per year until OCTOBER 03, 2010

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is PAY\_BILLS

**Payment.** I will pay this note as follows:

Interest due

Principal due

This note has 42 payments. The first payment will be in the amount of \$ 89.61 and will be due 05/13/07. A payment of \$ 89.61 will be due on the 13th day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 10/03/10

**Post-Maturity Interest.** Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

Interest will accrue at the rate of \_\_\_\_\_ % per year on the balance of this note not paid at maturity, including maturity by acceleration.

**Additional Finance Charge.** I also agree to pay a nonrefundable fee of \$ 50.00, and it will be  paid in cash.  paid pro rata over the loan term.  withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

**Minimum Finance Charge.** I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this note off before you have earned that much in finance charges.

**Returned Payment Fee.** I agree to pay a service charge of \$ \_\_\_\_\_ for each payment (check or automatic payment) returned unpaid.

Other Terms.

**Itemization of Amount Financed**

Amount given to me directly \$ 3,000.00

Amount paid on my (loan) account \$ \_\_\_\_\_

**APPLICATION FEE** \$ 50.00

Amount paid to others on my behalf (You may retain or receive a portion of these amounts.)

To insurance companies \$ \_\_\_\_\_

To public officials \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

(less) Prepaid Finance Charge(s) \$ 50.00

**Amount Financed** \$ 3,000.00

**Security Agreement**

**Security.** To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:

**All Debts.** The Property will also serve as collateral for all present and future debts.

**Other Security.** This Loan Agreement is secured by

### Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement,  indicates terms that apply to this Loan Agreement. *Loan Agreement* refers to this Promissory Note, Security Agreement and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. *Loan* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. *Security Agreement* refers to the security agreement contained within this Loan Agreement. *Secured Debts* refers to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been checked). The pronouns *I*, *me* and *my* refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. *You* and *your* refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party. I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Makes all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my behalf.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

### Additional Terms of the Security Agreement

**Generally.** *Property* means any collateral described in this Loan Agreement, in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possession, non-purchase money security interest is created in household goods in connection with a *consumer loan*, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, these payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

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

FILED

FEB 06 2009

6/12/09 (W)

William A. Shaw

Prothonotary/Clerk of Courts

CLEARFIELD BANK & TRUST COMPANY,  
Plaintiff

vs.

JEREMY HAMMAN,

Defendant

No. 08-2233-CD

1 copy to

Attn

Type of Pleading:

**ACCEPTANCE OF SERVICE**

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court No. 28307  
212 South Second Street  
Clearfield, PA 16830

(814) 765-1706 – telephone  
(814) 765-1776 – facsimile

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

CLEARFIELD BANK & TRUST COMPANY, : No. 08-2233-CD  
Plaintiff :  
: vs.  
: :  
JEREMY HAMMAN, :  
Defendant :  
:

**ACCEPTANCE OF SERVICE**

I, Peter McManamon, Esquire, hereby accept service of this Complaint on this 30th day  
of December, 2008, on behalf of Jeremy Hamman, Defendant in this Civil  
Action, and hereby confirm that I am authorized to do so.



Peter McManamon, Esquire  
200 Penn Street  
Huntingdon, PA 16552

FILED

FEB 11 2009

for 7/11:50 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

5  
I CERT TO (610)  
ATT

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

**CLEARFIELD BANK & TRUST COMPANY:** NO. 2008-2233-CD  
Plaintiff :  
:  
Vs. :  
:  
**JEREMY HAMMAN,** :  
Defendant :

**NOTICE TO PLEAD**

TO: CLEARFIELD BANK & TRUST COMPANY, PLAINTIFF:

You are hereby notified to plead to the enclosed New Matter within twenty (20) days from the date of service hereof, or a default judgment may be taken against you.

GILL & McMANAMON



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Peter M. McManamon  
Supreme Court ID No. 43235  
200 Penn Street  
Huntingdon, PA 16652  
814.643.2460  
Attorney for Defendant

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

**CLEARFIELD BANK & TRUST COMPANY:** **NO. 2008 - 2233 - CD**  
Plaintiff :  
:  
**Vs.** :  
:  
**JEREMY HAMMAN,** :  
**Defendant** :

**ANSWER  
WITH NEW MATTER**

NOW COMES the Defendant, Jeremy Hamman, by and through counsel, and files  
the within Answer as follows:

1. Admitted.
2. Admitted, Defendant's current address is P O Box 427, Mount Union,  
Pennsylvania 17066.
3. Denied as stated. The document attached to the Complaint received by  
Defendant is two pages of a three page document. The document bears no  
signatures. Furthermore, strict proof is demanded at time of trial.
4. Denied as stated. Paragraph 4 states a conclusion of law to which no  
reply is necessary. Nevertheless, if a reply is necessary, the same is denied and strict  
proof thereof is demanded at time of trial.

5. Denied as stated. Paragraph 5 states a conclusion of law to which no reply is necessary. Nevertheless, if a reply is necessary, the same is denied and strict proof thereof is demanded at time of trial.

6. Denied as stated. Paragraph 6 states a conclusion of law to which no reply is necessary. Nevertheless, if a reply is necessary, the same is denied and strict proof thereof is demanded at time of trial.

#### **NEW MATTER**

7. Paragraph 6 of Plaintiff's Complaint does not fairly and accurately set forth the amounts allegedly due.

Respectfully submitted,

GILL & McMANAMON

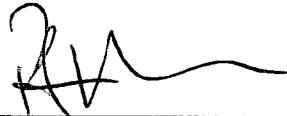


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Peter M. McManamon  
Supreme Court ID No. 43235  
200 Penn Street  
Huntingdon, PA 16652  
814.643.2460  
Attorney for Defendant

## **UNSWORN VERIFICATION**

I, Peter M. McManamon, Esquire, verify that I am the attorney for Defendant, Jeremy Hamman, and in the interest of judicial expediency makes this verification, and in that capacity verifies that the statements made in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa CS Section 4904 relating to unsworn verification to authorities.



Peter M. McManamon

Dated: 10 February 2009

## **CERTIFICATE OF SERVICE**

A true and correct copy of the foregoing Answer was served on counsel for Plaintiff, Kim C. Kesner, Esquire, by sending same first class mail, postage prepaid, on February 10, 2009 to the following address:

Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830



---

Peter M. McManamon

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

CLEARFIELD BANK & TRUST COMPANY, :  
Plaintiff :

vs. :

JEREMY HAMMAN, :

Defendant :

No. 08-2233-CD

Type of Pleading:

**REPLY TO NEW MATTER**

Filed on Behalf of:  
**PLAINTIFF**

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court No. 28307  
212 South Second Street  
Clearfield, PA 16830  
(814) 765-1706 – telephone  
(814) 765-1776 – facsimile

Other Counsel of Record:

Peter McManamon, Esquire  
200 Penn Street  
Huntingdon, PA 16552

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FILED 4CC ATTY  
03/12/00  
MAR -2 2009  
Kesner

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK & TRUST COMPANY,	:	No. 08-2233-CD
Plaintiff	:	
	:	
vs.	:	
	:	
JEREMY HAMMAN,	:	
Defendant	:	

**REPLY TO NEW MATTER**

AND NOW, comes the Plaintiff, CLEARFIELD BANK & TRUST COMPANY, and replies to Defendant's New Matter as follows:

7. The averments contained in paragraph 7 of Defendant's New Matter are specifically denied. Paragraph 6 of Plaintiff's Complaint accurately avers the sums due and collectible from Defendant. By way of further answer, the averments contained in paragraph 6 of Defendant's Answer and paragraph 7 of Defendant's New Matter are general denials and therefore constitute admissions.

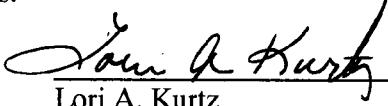
Respectfully submitted,

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, LORI A. KURTZ, as Assistant Vice President and Collections Manager of Clearfield Bank& Trust, verify that the statements 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.

  
\_\_\_\_\_  
Lori A. Kurtz

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

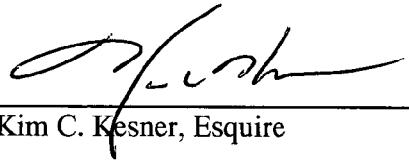
CLEARFIELD BANK & TRUST COMPANY, : No. 08-2233-CD  
Plaintiff :  
vs. :  
JEREMY HAMMAN, :  
Defendant :  
.

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 2 day of March, 2009, I served a true and correct  
copy of the within Reply to New Matter by first class mail, postage prepaid, on the following:

Peter M. McManamon, Esquire  
200 Penn Street  
Huntingdon, PA 16652

3/2/09  
Date

  
\_\_\_\_\_  
Kim C. Kesner, Esquire

FILED  
OCT 22 2010 Atty pd.  
NOV 22 2010 20.00

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

William A. Shaw  
Prothonotary/Clerk of Courts  
2CC Atty Kesner

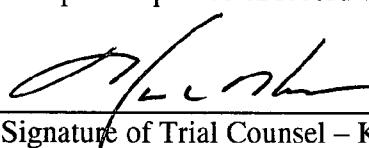
CERTIFICATE OF READINESS		TO THE PROTHONOTARY
(To be executed by Trial Counsel Only)		DATE PRESENTED
CASE NUMBER <b>2008-2233-CD</b>	TYPE TRIAL REQUESTED <input type="checkbox"/> Jury <input type="checkbox"/> Non-jury	ESTIMATED TRIAL TIME <b>1/4 to 1/2 DAY</b>
Date Complaint filed: <b>11/19/2008</b>		
PLAINTIFF(S)		

<b>CLEARFIELD BANK &amp; TRUST COMPANY</b> ( )	
DEFENDANT(S)	Check Block if a Minor
<b>JEREMY HAMMAN</b> ( ) is a Party ADDITIONAL DEFENDANT(S) to the Case	

JURY DEMAND FILED BY:	DATE JURY DEMAND FILED:
AMOUNT AT ISSUE <b>\$2,663.38</b> plus interest and attorney fees	DATE CONSOLIDATION ORDERED
( ) Yes <input type="checkbox"/> 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 <b>Kim C. Kesner, Esquire</b>	TELEPHONE NO. <b>814-765-1706</b>
FOR THE DEFENDANT <b>Peter McManamon, Esquire</b>	TELEPHONE NO. <b>814-643-2460</b>
FOR ADDITIONAL DEFENDANT	TELEPHONE NO.

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff,

NO. 2008-2233-C.D.

vs.

JEREMY HAMMAN

Defendant,

**ORDER**

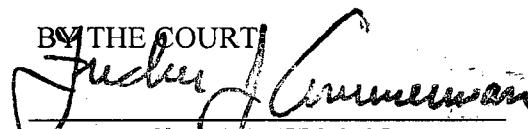
NOW, this 20<sup>th</sup> day of January, 2011, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, February 3, 2011 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

James A. Naddeo, Esquire, Chairman

Blaise J. Ferraraccio., Esquire

Gary A. Knaresboro, 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 is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT  
  
FREDRIC J. AMMERMAN  
President Judge

FILED  
01/31/2011 500  
JAN 20 2011 CIA  
S

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
vs. : Type of Pleading:  
JEREMY HAMMAN, : PRAECIPE TO DISCONTINUE  
Defendant :  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for This Party:  
: Kim C. Kesner, Esquire  
: Supreme Court No. 28307  
: 212 South Second Street  
: Clearfield, PA 16830  
: 814-765-1706  
: Other Counsel of Record:  
: Peter M. McManamon, Esquire  
: 200 Penn Street  
: P.O. Box 383  
: Huntingdon, PA 16652  
: 814-643-2460

5 **FILED** 3CCa  
02-4734 3 Certificates  
FEB 17 2011 to Atty  
B6 William A. Shaw  
Prothonotary/Clerk of Courts  
J

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

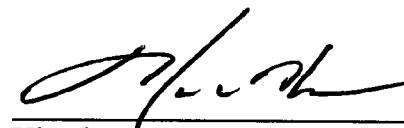
CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
: :  
vs. : :  
: :  
JEREMY HAMMAN, : :  
Defendant : :  
:

**PRAECIPE TO DISCONTINUE**

TO WILLIAM SHAW, PROTHONOTARY:

Kindly mark the above-captioned matter settled and discontinued.

Date: 2/15/2011



\_\_\_\_\_  
Kim C. Kosner, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

*COPY*

CIVIL DIVISION

**Clearfield Bank & Trust Company**

vs. No. 2008-02233-CD  
**Jeremy Hamman**

**CERTIFICATE OF DISCONTINUATION**

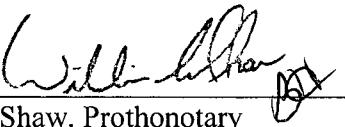
Commonwealth of PA  
County of Clearfield

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 February 17, 2011, marked:

Settled and Discontinued

Record costs in the sum of \$115.00 have been paid in full 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 17th day of February A.D. 2011.

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

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
vs. : Type of Pleading:  
JEREMY HAMMAN, :  
Defendant : **PRAECIPE TO DISCONTINUE**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for This Party:  
: Kim C. Kesner, Esquire  
: Supreme Court No. 28307  
: 212 South Second Street  
: Clearfield, PA 16830  
: 814-765-1706  
: Other Counsel of Record:  
: Peter M. McManamon, Esquire  
: 200 Penn Street  
: P.O. Box 383  
: Huntingdon, PA 16652  
: 814-643-2460

*S*  
**FILED**  
MAY 04 2011  
3 CC  
Atty Kesner  
*Bo*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

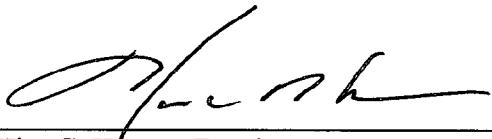
CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
: :  
vs. : :  
: :  
JEREMY HAMMAN, : :  
Defendant : :  
:

**PRAECIPE TO DISCONTINUE**

TO WILLIAM SHAW, PROTHONOTARY:

Kindly mark the above-captioned matter settled and discontinued.

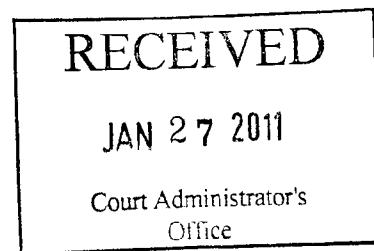
Date: 3/3/2011

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

*Arbitration 2-3-11  
9:00 AM*

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
Vs. : Type of Case:  
JEREMY HAMMAN, : Complaint of Mortgage Foreclosure  
Defendant : Type of Pleading:  
: **PLAINTIFF'S PRE-TRIAL  
(ARBITRATION) MEMORANDUM**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: Kim C. Kesner, Esquire  
: Supreme Court No. 28307  
: 212 South Second Street  
: Clearfield, PA 16830  
: (814) 765-1706 – telephone  
: (814) 765-1776 – facsimile  
: Other Counsel of Record:  
: Peter McManamon, Esquire  
: 200 Penn Street  
: Huntingdon, PA 16552



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

CLEARFIELD BANK & TRUST COMPANY,	:	No. 2008-2233-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
JEREMY HAMMAN,	:	
Defendant	:	

**PLAINTIFF'S PRE-TRIAL  
(ARBITRATION MEMORANDUM)**

To the Board of Arbitrators, James A. Naddeo, Esquire, Blaise J. Ferraraccio, Esquire, and Gary A. Knaresboro

This Pre-Trial Memorandum is being filed on behalf of Plaintiff, Clearfield Bank & Trust Company, in accordance with Local Rule 1306A.

## A. **BRIEF STATEMENT OF THE CASE**

This is a collection action after default on an unsecured loan.

Plaintiff funded a loan to Defendant in the amount of \$3,050.00 repayable with interest at the rate of twelve (12%) percent per annum evidenced by a Promissory Note dated April 3, 2007. Defendant made scheduled monthly payments until he defaulted on the March 13, 2008 payment.

Plaintiff's Complaint was filed on November 19, 2008. Amounts due as of October 24, 2008 were:

a. Principal and accrued interest as of 10-24-08	\$2,663.38
b. Late charges and unpaid loan fees (to be evidenced at hearing and added)	
c. Interest at 12% per annum from 10-24-08 (to be evidenced at hearing and added)	
d. Attorney's fees. (to be evidenced at hearing and added)	
e. Plaintiff's record costs (to be evidenced at hearing and added)	

While Defendant filed an Answer with New Matter, neither specifically deny a default or collectible indebtedness and could be treated by this Board as admissions.

On February 20, 2009, Counsel for Defendant advised this author that the debt is not disputed and would be paid from an escrow maintained in a pending divorce action between Defendant and his spouse. As a result, this matter was held pending developments in the divorce action. It was listed for trial after Defendant's counsel did not respond to several requests for an update on status of the divorce action and disbursement from the escrow account.

#### **B. UNIQUE ISSUES OF FACT OR LAW**

None known

#### **C. LIST OF WITNESSES**

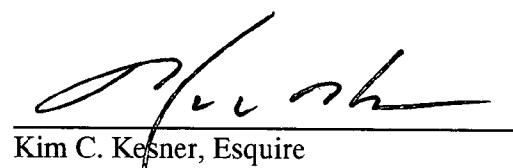
1. Lori Kurtz, Assistant Vice President and Special Assets Manager  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

2. Daphne Myers, Loan Officer  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

**D. COPIES OF EXHIBITS**

1. Promissory Note
2. Computation of interest accruing from October 24, 2008 through February 3, 2011.
3. Statements for attorney's fees actually incurred.
4. Statement of record costs.

Respectfully submitted,



---

Kim C. Kesner, Esquire  
Attorney for Plaintiff, Clearfield Bank &  
Trust Company

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
: .  
Vs. : .  
: .  
JEREMY HAMMAN, : .  
Defendant : .

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 26 day of January, 2011, I served a true and correct copy of the within Pre-Trial Statement by first class mail, postage prepaid, on the following:

James A. Naddeo, Esquire  
P.O. Box 552  
Clearfield, PA 16830

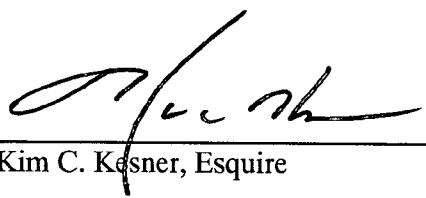
Blaise J. Ferraraccio, Esquire  
301 East Pine Street  
Clearfield, PA 16830

Gary A. Knaresboro, Esquire  
33 Beaver Drive  
DuBois, PA 15801

Lori Kurtz  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

Peter McManamon, Esquire  
200 Penn Street  
Huntingdon, PA 16552

1/26/2011  
Date

  
Kim C. Kesner, Esquire

# Note, Disclosure, and Security Agreement

## Lender

CLEARFIELD BANK & TRUST COMPANY  
ASHMAN STREET  
THREE SPRINGS, PA 17264

## Borrower

JEREMY HANMAN  
RD 1 BOX 2306  
THREE SPRINGS PA 17264

Loan Number	1066005
Loan Date	04/03/07
Maturity Date	10/03/10
Loan Amount	\$3,050.00
Renewal of	

Refer to the attached addendum for additional Borrowers and their signatures.

## Truth-in-Lending Disclosures

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 13.0043 %	The dollar amount the credit will cost me. \$ 763.57	The amount of credit provided to me or on my behalf. \$ 3,000.00	The amount I will have paid when I have made all scheduled payments. \$ 3,763.57
<b>My Payment Schedule Will Be:</b> Payments      Amount of Payments		<b>When Payments Are Due</b> Monthly Beginning - 05/13/07 OCTOBER 03, 2010	
41      \$ 89.61 1      \$ 89.56 S      \$ S			
<b>Demand.</b> <input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year. <b>Prepayment.</b> If I pay off this note early, I <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge. <input type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge. <input type="checkbox"/> <b>Late Charge.</b> If a payment is late (more than <u>15</u> days after due) I will be charged <u>5.00%</u> of the Past Due Payment Amount subject to a \$20.00 Maximum <b>Security.</b> I am giving a security interest in: <input type="checkbox"/> the goods or property being purchased. <input type="checkbox"/> collateral securing other loans with you may also secure this loan. <input type="checkbox"/> (brief description of other property)			
<b>Filing Fees.</b> \$ _____ <b>Non-filing Insurance.</b> \$ _____ <input type="checkbox"/> <b>Required Deposit.</b> The annual percentage rate does not take into account my required deposit. <input type="checkbox"/> <b>Assumption.</b> Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. <b>Contract Documents.</b> I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.			

## Promissory Note

**Promise to Pay.** For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 3,050.00, plus interest from APRIL 03, 2007 at the rate of 12.00 % per year until OCTOBER 03, 2010.

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is PAZ BILLS.

**Payment.** I will pay this note as follows:  
 Interest due

Principal due

This note has 42 payments. The first payment will be in the amount of \$ 89.61 and will be due 05/13/07. A payment of \$ 89.61 will be due on the 13th day of each Month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 10/03/10.

**Post-Maturity Interest.** Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

Interest will accrue at the rate of        % per year on the balance of this note not paid at maturity, including maturity by acceleration.

**Additional Finance Charge.** I also agree to pay a nonrefundable fee of \$ 50.00, and it will be  paid in cash,  paid pro rata over the loan term,  withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

**Minimum Finance Charge.** I agree to pay a minimum finance charge of \$        if I pay this note off before you have earned that much in finance charges.

**Returned Payment Fee.** I agree to pay a service charge of \$        for each payment (check or automatic payment) returned unpaid.

## □ Other Terms.

## Itemization of Amount Financed

Amount given to me directly	\$ <u>3,000.00</u>
Amount paid on my (loan) account	\$ _____
<b>APPLICATION FEE</b>	\$ <u>50.00</u>
Amount paid to others on my behalf (You may retain or receive a portion of these amounts.)	
To insurance companies	\$ _____
To public officials	\$ _____
	\$ _____
	\$ _____
(Less) Prepaid Finance Charge(s)	\$ <u>50.00</u>
<b>Amount Financed</b>	\$ <u>3,000.00</u>

## Security Agreement

**Security.** To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:

**All Debts.** The Property will also serve as collateral for all present and future debts.

**Other Security.** This Loan Agreement is secured by

## Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement,  indicates terms that apply to this Loan Agreement. **Loan Agreement** refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. **Loan** refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. **Security Agreement** refers to the security agreement contained within this Loan Agreement. **Secured Debts** refers to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been checked). The pronouns *I, me and my* refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. You and your refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates:

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party. I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following:

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentation for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

## Additional Terms of the Security Agreement

**Generally.** **Property** means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accretions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, these payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.



1/26/11  
JEREMY HAMMAN

**Past due Charged off Messages**

Bank discount	.00	Loan number:	Page 02 of 13	12:48:06
Balloon Payment	.00		1066005 L	
Sold balances	.00		<u>1 of 1</u>	
Participation ID Number		Interest rebate	.00	
Overline Fee Amount	.00	R-T-Cure date/notices	0/00/00	000
Add Overline Amount to Next Bill	N	Next review date		
Branch number	012	Collateral ins exp date		
Call report code	C6B	UCC expiration date		
Collateral code	998	First payment date	5/13/07	
Purpose code	08	Interest paid-to date	5/08/08	
G/L group code	211	Last maintenance date	9/24/08	
Class code	I	Original maturity date	10/13/10	
Department code	I	Date of loan setup	4/10/07	
Deferred Int	.00	Last renewed date		
Paid to Defer Int	.00	Lst ren/ext balance	.00	
Y-T-D int. paid	.00	Date paid off	0/00/00	
Secondary accrual	823.73✓	Maturity grace/rate	0 /	0.000000%
Annual income amt	.00	Minimum interest	.00	
Vehicle ID number		Sub-Prime Lending		N

F1=Addl functions  
F6=Messages

F3=Exit  
F8=Maintenance

F4=Sweep Inquiry  
F9=Relationships  
F5=History  
F24=More Keys  
**More...**

**CLEARFIELD BANK & TRUST COMPANY  
VS.  
JEREMY HAMMAN**

**NO. 2008-2233-CD**

**ATTORNEY FEES THROUGH FEBRUARY 3, 2011**

<b><u>INVOICE NUMBER</u></b>	<b><u>INVOICE DATE</u></b>	<b><u>DOLLAR AMOUNT</u></b>
150	10/31/2008	\$ 450.00
264	01/26/2009	\$ 400.00
240	01/31/2009	\$ 200.00
267	02/28/2009	\$ 300.00
1002	11/30/2010	\$ 120.50
1016	12/31/2010	\$ 50.00
1056	01/31/2011	<u>\$ 950.00</u>
	<b>TOTAL</b>	<b>\$2,470.00</b>

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 150  
Invoice Date: 10/31/2008

**BILL TO:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
10/30/08 Receipt and review of foreclosure assignment; Draft Complaint RE: Hamman	2	200.00	400.00
10/31/08 Telephone conference with Attorney Peter McMannin RE: Hamman	0.25	200.00	50.00

Total	\$450.00
Payments/Credits	\$-450.00
Balance Due	\$0.00

Thank you for your business.

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 264  
Invoice Date: 1/26/2009

Bill To:
Clearfield Bank & Trust Company 11 N. Second Street P.O. Box 171 Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
02/20/09 Telephone conference with Attorney McManamon; Receipt and review of Answer and New Matter; Preparation of letter to Lori Kurtz; Draft Reply to New Matter	2	200.00	400.00
<b>Total</b>			<b>\$400.00</b>
<b>Payments/Credits</b>			<b>\$-400.00</b>
<b>Balance Due</b>			<b>\$0.00</b>

Thank you for your business.

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 240  
Invoice Date: 1/31/2009

**Bill To:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
01/30/09 Receipt and filing of Acceptance of Service from Attorney McManamon; Preparation and Service of Rule 237.1 Notice	1	200.00	200.00

Total	\$200.00
Payments/Credits	\$-200.00
Balance Due	\$0.00

Thank you for your business.

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 267

Invoice Date: 2/28/2009

**Bill To:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
02/25/09 Draft Reply to New Matter		1	200.00
02/27/09 Redraft of Reply to New Matter	0.5	200.00	100.00
<b>Total</b>			<b>\$300.00</b>
<b>Payments/Credits</b>			<b>\$-300.00</b>
<b>Balance Due</b>			<b>\$0.00</b>

*Thank you for your business.*

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 1002

Invoice Date: 11/30/2010

**Bill To:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
11/18/10 Preparation of Certificate of Readiness for Trial/Request for Arbitration Trial	0.25	200.00	50.00
11/22/10 File Certificate of Readiness with Prothonotary	0.25	200.00	50.00
11/22/10 Filing fee to Prothonotary		20.50	20.50
<b>Total</b>			<b>\$120.50</b>
<b>Payments/Credits</b>			<b>\$-120.50</b>
<b>Balance Due</b>			<b>\$0.00</b>

Thank you for your business.

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 1016  
Invoice Date: 12/31/2010

**Bill To:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
12/01/10 Receipt of assignment of arbitration trial date; copy to client	0.25	200.00	50.00

<b>Total</b>	<b>\$50.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$50.00</b>

Thank you for your business.

Kim C. Kesner Law Office  
212 South Second Street  
Clearfield, PA 16830

# Invoice

Phone # 765-1706

Invoice #: 1056

Invoice Date: 1/31/2011

**Bill To:**

Clearfield Bank & Trust Company  
11 N. Second Street  
P.O. Box 171  
Clearfield, PA 16830

Description	Hours/Qty	Rate	Amount
01/11/11 Preparation of letter to Attorney McManamon	0.25	200.00	50.00
01/26/11 Preparation of Plaintiff's Pre-Trial Memorandum; filing and service	1	200.00	200.00
01/26/11 Preparation for Trial	1	200.00	200.00
02/03/11 Prosecution of action at Trial	2	250.00	500.00
<b>Total</b>			<b>\$950.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$950.00</b>

Thank you for your business.

**CLEARFIELD BANK & TRUST COMPANY  
VS.  
JEREMY HAMMAN**

**NO. 2008-2233-CD**

**STATEMENT OF RECORD COSTS**

<b><u>INVOICE NUMBER</u></b>	<b><u>INVOICE DATE</u></b>	<b><u>DOLLAR AMOUNT</u></b>
1926883	11/19/2008	\$ 95.00
1937731	11/22/2010	\$ 20.00
1937730	11/22/2010	\$ _____.50
	<b>TOTAL</b>	<b>\$ 115.50</b>

Date: 11/19/2008 Clearfield County Court of Common Pleas NO. 1926883  
Time: 03:25 PM Receipt Page 1 of 1

Received of: Clearfield Bank & Trust Company (plaintiff) \$ 95.00

Ninety-Five and 00/100 Dollars

Case:	Plaintiff:	Amount
2008-02233-CD	Clearfield Bank & Trust Company	
Civil Complaint		95.00
Total:		95.00

Check: 062764

Payment Method:	Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered:	95.00	
Change Returned:	0.00	By: _____
Clerk:	BHUDSON	Deputy Clerk

Date: 11/22/2010 Clearfield County Court of Common Pleas NO. 1937731  
Time: 02:26 PM Receipt Page 1 of 1

Received of: Kesner, Kim C. (attorney for Clearfield \$ 20.00

Twenty and 00/100 Dollars

Case:	Plaintiff:	Amount
2008-02233-CD	Clearfield Bank & Trust Compan	
Praeclipe/List For Arbitration		20.00
Total:		20.00

Check: 1911

Payment Method: Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered: 20.00	
Change Returned: 0.00	By: _____
Clerk: BHUDSON	Deputy Clerk

Date: 11/22/2010  
Time: 02:25 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1937730  
Page 1 of 1

Received of: Kim C. Kesner, Esq. \$ 0.50

Zero and 50/100 Dollars

Case:	Litigant:	Amount
2008-02233-CD	Clearfield Bank & Trust Company	
Copy Fee		0.50
Total:		0.50

Check: 1911

Payment Method:	Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered:	0.50	
Change Returned:	0.00	By: _____
Clerk:	BHUDSON	Deputy Clerk

*Arbitration*  
Feb 3 @ 9:00 AM

**KIM C. KESNER**

212 SOUTH SECOND STREET, CLEARFIELD, PA 16830

ATTORNEY AT LAW

attykesner@atlanticbbn.net  
tammie@atlanticbbn.net

(814) 765-1706  
FAX (814) 765-1776

January 26, 2011

Sharon Whipple  
Deputy Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

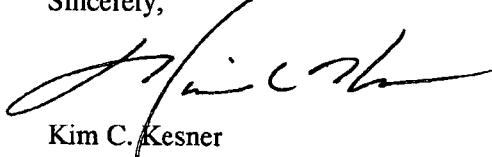
RE: Clearfield Bank & Trust Company Vs. Jeremy Hamman  
No. 2008-2233-CD

Dear Sharon,

Enclosed please find an original and six (6) copies of Plaintiff's Pre-Trial (Arbitration) Memorandum in regards to the above referenced case. By copy of this letter, I am forwarding a copy of the same to opposing counsel as well as the Arbitrators.

Thank you for your attention in this matter.

Sincerely,

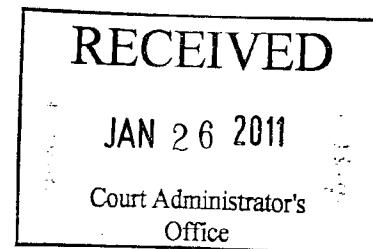


Kim C. Kesner

KCK:tlm

Enclosure

Cc: Blaise J. Ferraraccio, Esquire  
Gary A. Knaresboro, Esquire  
Lori Kurtz, Clearfield Bank & Trust Company  
Peter McManamon, Esquire  
James A. Naddeo, Esquire



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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
Vs. : Type of Case:  
JEREMY HAMMAN, : Complaint of Mortgage Foreclosure  
Defendant : Type of Pleading:  
: **PLAINTIFF'S PRE-TRIAL  
(ARBITRATION) MEMORANDUM**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for this Party:  
: Kim C. Kesner, Esquire  
: Supreme Court No. 28307  
: 212 South Second Street  
: Clearfield, PA 16830  
: (814) 765-1706 – telephone  
: (814) 765-1776 – facsimile  
: Other Counsel of Record:  
: Peter McManamon, Esquire  
: 200 Penn Street  
: Huntingdon, PA 16552

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :

Vs.

JEREMY HAMMAN, :  
Defendant :

**PLAINTIFF'S PRE-TRIAL  
(ARBITRATION MEMORANDUM)**

To the Board of Arbitrators, James A. Naddeo, Esquire, Blaise J. Ferraraccio, Esquire, and Gary A. Knaresboro

This Pre-Trial Memorandum is being filed on behalf of Plaintiff, Clearfield Bank & Trust Company, in accordance with Local Rule 1306A.

**A. BRIEF STATEMENT OF THE CASE**

This is a collection action after default on an unsecured loan.

Plaintiff funded a loan to Defendant in the amount of \$3,050.00 repayable with interest at the rate of twelve (12%) percent per annum evidenced by a Promissory Note dated April 3, 2007. Defendant made scheduled monthly payments until he defaulted on the March 13, 2008 payment.

Plaintiff's Complaint was filed on November 19, 2008. Amounts due as of October 24, 2008 were:

- a. Principal and accrued interest as of 10-24-08 \$2,663.38
- b. Late charges and unpaid loan fees  
(to be evidenced at hearing and added)
- c. Interest at 12% per annum from 10-24-08  
(to be evidenced at hearing and added)
- d. Attorney's fees.  
(to be evidenced at hearing and added)
- e. Plaintiff's record costs  
(to be evidenced at hearing and added)

While Defendant filed an Answer with New Matter, neither specifically deny a default or collectible indebtedness and could be treated by this Board as admissions.

On February 20, 2009, Counsel for Defendant advised this author that the debt is not disputed and would be paid from an escrow maintained in a pending divorce action between Defendant and his spouse. As a result, this matter was held pending developments in the divorce action. It was listed for trial after Defendant's counsel did not respond to several requests for an update on status of the divorce action and disbursement from the escrow account.

#### **B. UNIQUE ISSUES OF FACT OR LAW**

None known

#### **C. LIST OF WITNESSES**

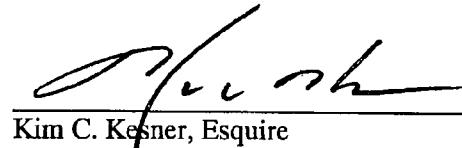
1. Lori Kurtz, Assistant Vice President and Special Assets Manager  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

2. Daphne Myers, Loan Officer  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

**D. COPIES OF EXHIBITS**

1. Promissory Note
2. Computation of interest accruing from October 24, 2008 through February 3, 2011.
3. Statements for attorney's fees actually incurred.
4. Statement of record costs.

Respectfully submitted,



---

Kim C. Kesner, Esquire  
Attorney for Plaintiff, Clearfield Bank &  
Trust Company

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

CLEARFIELD BANK & TRUST COMPANY, : No. 2008-2233-CD  
Plaintiff :  
: Vs.  
: :  
JEREMY HAMMAN, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 26 day of January, 2011, I served a true and correct copy of the within Pre-Trial Statement by first class mail, postage prepaid, on the following:

James A. Naddeo, Esquire  
P.O. Box 552  
Clearfield, PA 16830

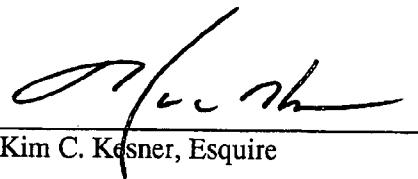
Blaise J. Ferraraccio, Esquire  
301 East Pine Street  
Clearfield, PA 16830

Gary A. Knaresboro, Esquire  
33 Beaver Drive  
DuBois, PA 15801

Lori Kurtz  
Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

Peter McManamon, Esquire  
200 Penn Street  
Huntingdon, PA 16552

1/26/2011  
Date

  
Kim C. Kesner, Esquire