

00-343-cd  
BOBBY D. ASSOCIATES et al -vs- KIMBERLY J. VITULLO a/k/a

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

(HLS) BOBBY D. ASSOCIATES, ASSIGNEE OF  
(H2) COMMERCIAL CREDIT CORPORATION

Plaintiff,

v.

(W) KIMBERLY J. VITULLO a/k/a  
KIMBERLY VITULLO

Defendant.

CASE NO: 00-343-CO

**COMPLAINT IN CIVIL ACTION**

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Lori A. Gibson, Esquire  
Pa. I.D. #68013  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#01193959

**FILED**

[MAR 17 2000]

William A. Shaw  
Prothonotary

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

CASE NO:

Plaintiff,

v.

KIMBERLY J. VITULLO a/k/a  
KIMBERLY VITULLO

Defendant.

**COMPLAINT IN CIVIL ACTION**

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 an 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 LEGAL HELP

LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

COMPLAINT

1. Plaintiff, Bobby D. Associates, Assignee of Consumer Credit Corporation, is a corporation with offices in Cleveland, Ohio.

2. Defendant is an adult individual residing at 421 East Pine Street, Curwensville, Clearfield County, Pennsylvania 16833.

3. On or about July 31, 1996, Defendant duly executed a Note and Security Agreement (hereinafter the "Contract") in favor of Plaintiff, a true and correct copy of said Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Defendant defaulted under the terms of the parties' agreement by failing to make payment to Plaintiff as promised, thereby rendering the entire balance of the Contract immediately due and payable.

5. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

6. Plaintiff avers that a deficiency balance of \$2,940.01 is due from Defendant as of July 7, 1997.

7. Plaintiff avers that the written agreement between the parties provides that Plaintiff is entitled to interest at the rate of 23.73% per annum.

8. Plaintiff avers that interest from July 7, 1997 to March 7, 2000 calculated at the aforesaid rate amounts to \$1,797.64.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees in the event of collection.

10. Plaintiff avers that such attorneys' fees amount to \$701.19 to date and that said fees continue to accrue.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Kimberly J. Vitullo a/k/a Kimberly Vitullo, individually, in the amount of \$5,339.60 with appropriate additional attorneys' fees and continuing interest thereon at the rate of 23.73% per annum plus costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.

Lori A. Gibson, Esquire  
Pa. I.D. #68013  
Attorney for Plaintiff  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #01193959

# Disclosure Statement, Note and Security Agreement

|   |  |                                      |
|---|--|--------------------------------------|
| Borrower(s) (Name and mailing address)                            | Lender (Name, address, city and state)                                   | Account No.                          |
| KIMBERLY VITULLO<br>421 EAST PINE STREET<br>CURWENSVILLE PA 16833 | COMMERCIAL CREDIT PLAN<br>CONSUMER DISCOUNT CO.<br>PUNXSUTAWNEY PA 15767 | 318469<br>Date of Loan<br>07/31/1996 |

|  |   |  |   |
|--|---|--|---|
| <b>ANNUAL PERCENTAGE RATE</b><br>The cost of Borrower's credit as a yearly rate.<br><b>23.73 %</b> | <b>FINANCE CHARGE</b><br>The dollar amount the credit will cost Borrower.<br><b>\$ 695.11</b> | <b>Amount Financed</b><br>The amount of credit provided to Borrower or on Borrower's behalf.<br><b>\$ 2,616.41</b> | <b>Total of Payments</b><br>The amount Borrower will have paid after Borrower has made all payments as scheduled.<br><b>\$ 3,311.52</b> |
|--|---|--|---|

|   |           |                   |            |
|---|-----------|-------------------|------------|
| <b>Payment Schedule:</b><br>Number of Payments      Amount of Payments      When Payments Are Due |           |                   |            |
| 24  | \$ 137.98 | MONTHLY BEGINNING | 08/31/1996 |
| \$  | \$        | \$                | \$         |
| \$  | \$        | \$                | \$         |

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

**Security:** If checked, Borrower is giving a security interest in:

Motor Vehicle     Mobile Home  
 Real Property     Other:

**Late Charge:** If a payment is late, Borrower will be charged a late charge equal to 1.5 % per month on the past due amount until paid in full, minimum charge \$ 1.00.

**Prepayment:** If Borrower pays off early, Borrower may be entitled to a refund of part of the finance charge.

**Additional Information:**

|                      |                |
|----------------------|----------------|
| PRECOMPUTED INTEREST | SERVICE CHARGE |
| \$ 628.11            | \$ 67.00       |

First Payment Due Date Extension Charge: **N/A**

(included in Finance Charge.)

**Insurance Disclosure:** Borrower is not required to purchase any type of insurance to obtain Credit, unless Borrower grants Lender a security interest as indicated in this document. In that event, insurance to protect the Lender's interest in the collateral may be required. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or refuse optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Insurance, Credit Property Insurance or any other optional insurance products.

Insurance offered at Lender's office, with the exception of Non-Filing Insurance, will not be provided unless Borrower signs and agrees to pay the premium cost. The term of coverage and the premium cost of certain types of insurance purchased by Borrower are shown below. Additional insurance products, if purchased, will have a separate application and will be disclosed in other loan documents. The initial amount of coverage for Credit Life and/or Credit Property Insurance set forth in Borrower's insurance certificate may be equal to the Total of Payments stated above, and may exceed the amount necessary to pay off Borrower's loan at any given time. Any excess coverage amount will be paid to the Borrower or to the designated beneficiary or to Borrower's estate, as applicable.

Borrower acknowledges that, if optional Credit Property Insurance is purchased, Borrower's property coverage under other policies such as homeowner's or renter's insurance may be adversely affected.

If this loan is secured by real property, mobile/manufactured home, or a motor vehicle (including a recreational vehicle), then fire, extended coverage, collision and/or comprehensive casualty insurance is required, naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender. If Borrower obtains Automobile Single-Interest Insurance at Lender's office, Borrower acknowledges that such insurance: (1) may cost more than insurance that is available from another insurer; (2) will only protect Lender's interest in the motor vehicle and does not protect Borrower's interest; and (3) does not protect Borrower from claims by other persons. If this loan is secured by personal property, Non-Filing insurance may be required.

**Cancellation of Insurance:** Borrower may cancel any of the optional insurance products obtained at Lender's office at any time. If required insurance terminates before the loan is repaid, Borrower promises to obtain acceptable substitute insurance. If Borrower is in default, and Lender demands that Borrower immediately repay the loan in full, Borrower authorizes the insurer for any and/or all optional insurance products to terminate such policies or coverages upon request of Lender. If any insurance purchased at Lender's office is terminated for any reason, Borrower authorizes and directs that the insurer deliver the premium refund, if any, to the Lender which may at its option apply it to the unpaid balance of the loan or return it to Borrower. Any such application of premium refund will not affect the amount or due date of subsequent payments on the loan, but may reduce the number of such payments.

Borrower should refer to the terms contained in the applicable certificate or policy issued for the exact description of benefits and exclusions. Borrower is encouraged to inquire about coverage and refund provisions.

The regular monthly loan payment without insurance: **\$ 131.84**

I/We request the following insurance:

|               |                     |                           |                            |
|---------------|---------------------|---------------------------|----------------------------|
| Cost/Premium: | Insurance Type:     | Insurance Term (in mos.): | First Borrower's Signature |
| \$ 26.62      | SINGLE CREDIT LIFE  | 24                        | 7-31-96                    |
| \$ 89.74      | SINGLE CREDIT DISAB | 24                        | Date                       |
| \$NONE        |                     |                           |                            |
| \$NONE        |                     |                           |                            |
| \$NONE        |                     |                           |                            |

Second Borrower's Signature  
(if applicable)

Date

**TERMS:** In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

**PROMISE TO PAY:** Borrower promises to pay to the order of Lender the Total of Payments (which includes precomputed interest charges and Service Charges) shown above in substantially equal, consecutive monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments, until the Total of Payments is fully paid. Each payment will be applied to a combined total of the Amount Financed and precomputed interest charges. If any part of the balance remains unpaid on the final payment date, Lender, at its option, may collect interest from and after maturity upon the then unpaid Amount Financed at the maximum rate permitted by the then applicable law or, if no maximum rate is prescribed, then at the rate of interest prevailing under this Disclosure Statement, Note and Security Agreement.

The amount shown as "Service Charge" above has been paid by Borrower as a prepaid charge and is in addition to the precomputed interest on the loan. Any Service Charges are earned prior to interest on the loan balance. Prepaid Service Charges are not refundable to Borrower in the event of early payment or termination of the account.

**EXHIBIT** 1

(Intentionally left blank)

Borrower's Initials: *X/KV*

KIMBERLY VITULLO

318469

07/31/1996

**PREPAYMENT:** Borrower may prepay this loan in whole or in part at any time. If Borrower prepays in full or if Lender accelerates the unpaid balance because of Borrower's default, Borrower will be given a refund of the unearned portion of the Finance Charge, computed by the Rule of 78's. No refund of less than \$1.00 will be given. Partial prepayment will not result in a refund of interest.

**SECURITY AGREEMENT:**

A. If this box is checked, this loan is unsecured.

B. If this box is checked, to secure the payment and performance hereof, Borrower gives to Lender a security interest under the Uniform Commercial Code in any property for which a description is completed below and all parts and equipment now or later added to the property and any proceeds of the property, all of which will be called "Property". See below for additional terms applicable to this security interest.

1. Motor vehicle/mobile home:

| Make, No. Cylinders | Year/Model | Model No. Or Name | Body Type | Identification Number |
|---------------------|------------|-------------------|-----------|-----------------------|
|                     |            |                   |           |                       |

2. Other Property:

C. If this box is checked, Borrower's loan is secured by a Deed of Trust or Mortgage of even date on real property which requires Lender's written consent to a sale or transfer of the encumbered real property located at \_\_\_\_\_

See either the Deed of Trust or the Mortgage for terms applicable to Lender's interest in Borrower's real property ("Property").

**OWNERSHIP OF PROPERTY:** Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code. If the Property includes a motor vehicle or mobile home, Borrower will, upon request, deliver the certificate of title to the motor vehicle or mobile home to Lender.

**USE OF PROPERTY:** Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will keep the Property at Borrower's address (as shown on page 1) unless Lender has granted permission in writing for the Property to be located elsewhere. The Property will be used only in the state in which Borrower lives unless the Property is a motor vehicle, in which case it will be used outside the state only in the course of Borrower's normal use of the Property. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

**TAXES AND FEES:** Borrower will pay all taxes, assessments, and other fees payable on the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

**INSURANCE:** If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

**FINANCING STATEMENTS:** Borrower will sign all financing statements, continuation statements, security interest filing statements, and similar documents with respect to the Property at Lender's request.

**RETURNED CHECK FEE:** Lender may charge a fee not to exceed \$20.00, if a check, negotiable order of withdrawal or share draft is returned for insufficient funds or insufficient credit.

**LATE CHARGE:** If any installment is paid more than 10 days after the scheduled payment date, Borrower agrees to pay a late charge equal to 1.5% per month on the past due amount until it is paid in full, with a minimum late charge of \$ 1.00. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payment.

**DEFERMENTS:** Borrower agrees to pay a deferment charge equal to 1 1/2 % per month on the amount deferred for the period of deferment if Lender, in its sole discretion, agrees to allow Borrower, upon Borrower's request, to defer payment of any monthly installment prior to or on its due date without Borrower being considered in default. Any such deferment will extend the final payment date by one month for each deferment authorized by Borrower and Lender. All other terms and conditions of the Disclosure Statement, Note and Security Agreement including the expiration dates of insurance coverages, remain unchanged by authorized deferments.

**DEFAULT:** Borrower will be in default if:

1. Borrower does not make any scheduled payment on time;
2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership;
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan;
4. Borrower fails to fulfill any promise made under this agreement; or
5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

If Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement. Borrower may also be required to pay reasonable attorney's fees, court costs, and the actual and reasonable expenses of repossessing, storing, and selling the Property which secures the loan.

(Intentionally left blank)

Borrower's Initials: KJV

**EFFECTS OF DEFAULT:** If Borrower defaults, Borrower will deliver the Property to Lender or, upon Lender's demand, assemble the Property and make it available to Lender at a reasonably convenient place. Lender may, without previous notice or demand and without legal process, peacefully enter any place where the Property is located and take possession of it. Lender may dispose of the Property in any way it wishes, subject to applicable state law.

The Property may be sold with notice at a private or public sale at a location chosen by Lender. At such a sale, Lender may purchase the Property. The proceeds of the sale or other disposition, minus the expenses of taking, removing, holding, repairing, and selling the Property including reasonable attorney's fees, and minus the cost of paying off and removing any liens or claims on the Property, will be credited to the unpaid balance of Borrower's loan.

If the proceeds of the sale are not sufficient to pay off the entire balance plus costs, Borrowers agree to pay the remaining amount upon demand. If Borrower has left other property in the repossessed Property, Lender may hold such property temporarily for Borrower without any responsibility or liability for the property.

Notice of the time and place of a public sale or notice of the time after which a private sale or other disposition of the Property will occur is reasonable if mailed to the Borrower's address at least five days before the sale or disposition. The notice may be mailed to the Borrower's last address shown on Lender's records.

**LAW THAT APPLIES:** Pennsylvania law and federal law, as applicable, govern this Disclosure Statement, Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

**OTHER RIGHTS:** Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be read to apply to the feminine gender.

**OTHER TERMS:** Each Borrower agrees that Lender can change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon the default by any Borrower.

Borrower, endorsers, sureties and guarantors, to the extent permitted by law, severally waive their right to require Lender to demand payment of amounts due, to give notice of amounts that have not been paid, to receive notice of any extensions of time to pay which Lender allows to any Borrower and to require Lender to show particular diligence in bringing suit against anyone responsible for repayment of this loan, and additionally, waive benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation, on any Property securing this loan and waive the benefit of valuation and appraisement.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying Itemization of Amount Financed is unenforceable, this will not make any other part unenforceable.

If this box is checked, the following notice applies:

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying Itemization of Amount Financed, and authorizes the disbursements stated therein.

WITNESSES:

Andrea E. S.

SIGNED: X Kimberly J. Vitullo (Seal)  
Borrower

Andrea E. S.

Borrower \_\_\_\_\_ (Seal)

Andrea E. S.

Borrower \_\_\_\_\_ (Seal)

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT CO.

By: Shirley C.R. (Name and Title)

**SECURITY INTEREST OF NONOBIGOR:** Borrower only is personally liable for payment of the loan. Nonobigor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

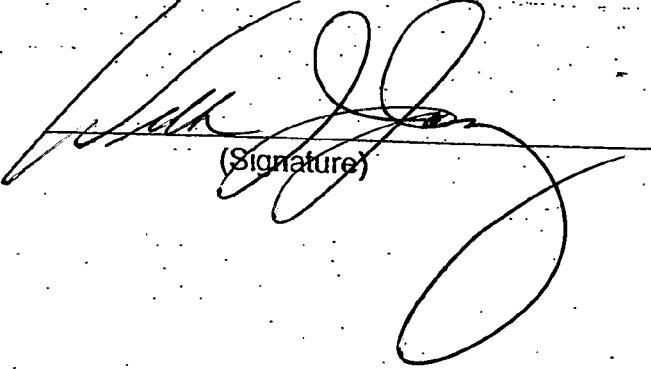
\_\_\_\_\_  
Signature \_\_\_\_\_ (Seal) \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_ (Seal) \_\_\_\_\_ Date \_\_\_\_\_

Vitulb 01193959

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904  
relating to unsworn falsification to authorities, that he/she is WILLIAM J. JANESZ  
for BOBBY D. ASSOCIATES (Name)  
Attorney-in-Fact of Plaintiff  
(Title) (Company)

herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the  
foregoing Complaint are true and correct to the best of his/her knowledge, information and  
belief.

  
(Signature)

FILED

Rec'd MAR 17 2010  
M 3-16 Act of Vibes  
William A. Shaw  
Prothonotary  
D.C. \$80.00

1cc Sherryb

LORI A. GIBSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOBBY D. ASSOCIATES, ASSIGNEE

00-343-CD

VS

VITULLO, KIMBERLY J. A/K/A

COMPLAINT

SHERIFF RETURNS

NOW MARCH 22, 2000 AT 9:07 AM EST SERVED THE WITHIN  
COMPLAINT ON KIMBERLY J. VITULLO A/K/A KIMBERLY VITULLO,  
DEFENDANT AT RESIDENCE 116 E. CHERRY ST., CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY  
VITULLO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

19.00 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

29th DAY OF March 2000  
William A. Shaw

SO ANSWERS,

*Chesler A. Hawkins*  
*by Marilyn Harris*

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

March 2000

5:33pm

William A. Shaw

Prothonotary

*WAS*

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

vs.

Civil Action No. 00 343 CD

KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO  
Defendant

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

No. 00 343 CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

65  
KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Lori A. Gibson, Esquire  
PA I.D.#68013  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA15219  
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JUN 01 2000

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
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Plaintiff

No. 00 343 CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

(65) KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO

Defendant

FILED ON BEHALF OF  
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IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
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BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

vs.

Civil Action No. 00 343 CD

KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO  
Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

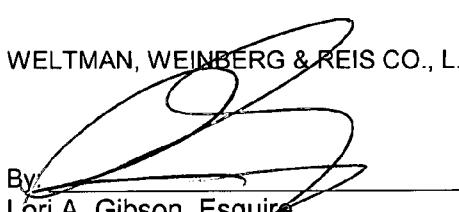
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Kimberly J. Vitullo a/k/a Kimberly Vitullo, above named, in the default of an Answer, in the amount of \$5,550.78 computed as follows:

|   |                   |
|---|-------------------|
| Amount claimed in Complaint   | \$5,339.60        |
| Interest from 3/8/00 to 5/8/00<br>at the contract interest rate of 23.73% per annum | \$211.18          |
| <b>TOTAL</b>  | <b>\$5,550.78</b> |

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Lori A. Gibson, Esquire

PA I.D.#68013

WELTMAN, WEINBERG & REIS, CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA15219

(412) 434-7955

WWR#01193959

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 116 E. Cherry Street, Clearfield, PA 16830

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

vs.

Civil Action No. 00 343 CD

KIMBERLY J. VITULLO a/k/a  
KIMBERLY VITULLO

Defendant

**IMPORTANT NOTICE**

TO: Kimberly J. Vitullo a/k/a Kimberly Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830

Date of Notice: April 18, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE  
PA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Lori A. Gibson, Esquire  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA15219  
(412) 434-7955  
WWR #01193959

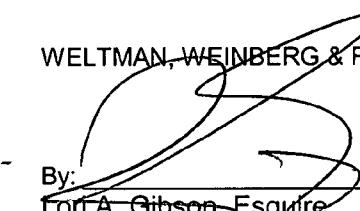
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
SHALL BE USED FOR THAT PURPOSE.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:

  
Leon A. Gibson, Esquire

PA I.D.#68013

WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2601 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA15219  
(412) 434-7955

WWR#01193959

JUN 01 2000  
JUN 11 391 CITY OF BOSTON  
Financial Statement  
P.D. 2000  
PA \$2000

Not to Pay.  
Statement to City of Boston  
Fees

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION,  
Plaintiff(s)

vs.

KIMBERLY J. VITULLO a/k/a KIMBERLY  
VITULLO,

Defendant(s)

No. 00-343-CD

Real Debt \$5,550.78

Atty's Comm \_\_\_\_\_

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00

Instrument DEFAULT JUDGMENT

Date of Entry June 1, 2000

Expires June 1, 2005

Certified from the record this 1st day of June, 2000



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20 \_\_\_, of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary  
is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

~~COPY~~

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

vs.

Civil Action No. 00 343 CD

KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on June 1, 2000

Assumpsit Judgment in the amount  
of \$5,550.78 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration will be  
suspended by the Department of Transportation, Bureau of Traffic Safety,  
Harrisburg, PA.

Entry of Judgment of  
 Court Order  
 Non-Pro  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

Kimberly J. Vitullo a/k/a Kimberly Vitullo  
116 E. Cherry Street  
Clearfield, PA 16830

By: William J. Vitullo  
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL  
BE USED FOR THAT PURPOSE.

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff No. 00 343 CD

vs.

PRAEICE FOR SATISFACTION OF  
JUDGMENT

KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Lori A. Gibson, Esquire  
PA I.D. #68013  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#01193959

FILED

AUG 14 2000

William A. Shaw  
Prothonotary

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

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION

Plaintiff

vs.

Civil Action No. 00 343 CD

KIMBERLY J. VITULLO A/K/A  
KIMBERLY VITULLO

Defendant

**PRAECIPE FOR SATISFACTION OF JUDGMENT**

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned  
Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

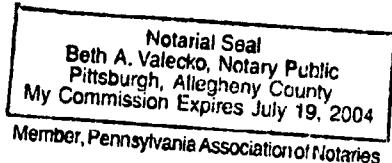
By: \_\_\_\_\_

Lori A. Gibson, Esquire

PA I.D. #68013

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #01193959



Sworn to and subscribed  
before me this 4th  
day of August, 00

Beth A. Valecko  
NOTARY PUBLIC

FILED

1:45 PM  
AUG 14 2000

William A. Shaw fd 7<sup>00</sup>  
Prothonotary By <sup>Wm</sup> <sup>Wm</sup> <sup>Wm</sup>  
JCC to Att. <sup>Wm</sup> <sup>Wm</sup> <sup>Wm</sup>

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

Docket No. 281

No. 00-343-CD

COPY

BOBBY D. ASSOCIATES, ASSIGNEE OF  
COMMERCIAL CREDIT CORPORATION,

Plaintiff(s)

Debt. \$ 5,550.78

vs.

Atty's Comm. \_\_\_\_\_

KIMBERLY J. VITULLO A/K/A

Interest From \_\_\_\_\_

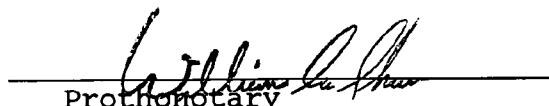
KIMBERLY VITULLO

Defendant(s)

Costs \$7.00

NOW, August 14, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this  
14th day of August A.D. 2000.

  
Prothonotary