

00-598-CD  
NATIONAL CITY BANK -vs- BERNICE M. DUTTRY

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

① NATIONAL CITY BANK

Plaintiff,

v.

① BERNICE M. DUTTRY

Defendant.

CASE NO: 06 · 598 · 60

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.  
2601 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #01900248

**FILED**

**MAY 19 2000**

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK

CASE NO:

Plaintiff,

v.

BERNICE M. DUTTRY

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  
1-800-692-7375

## COMPLAINT

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141.

2. Defendant is an adult individual residing at 1 Evergreen Drive, Penfield, CLEARFIELD County, Pennsylvania 15849-9773.

3. On or about April 15, 1997, pursuant to the terms of a Signature Credit Line Agreement, Plaintiff loaned Defendant the sum of \$8,000.00, a true and correct copy of Signature Credit Line Agreement and, the terms and conditions of which were agreed upon by the parties, is attached hereto, marked as Exhibit "1", and made a part hereof.

4. Defendant made use of such credit granted by Plaintiff and has currently a principal balance due and owing to Plaintiff, as of March 21, 2000, in the amount of \$7,101.05.

5. Defendant defaulted under the terms of the parties' agreement by failing to make the required payments to Plaintiff when due.

6. 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 to Plaintiff.

7. Plaintiff avers that the written agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at a variable rate.

8. Plaintiff avers that it is entitled to finance charges at the rate of 11.00 percent per annum on the unpaid balance.

9. Plaintiff avers that finance charges calculated at the aforesaid rate from March 21, 2000 to April 21, 2000 amount to \$66.34.

10. Plaintiff avers that the agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees incurred in enforcing said agreement.

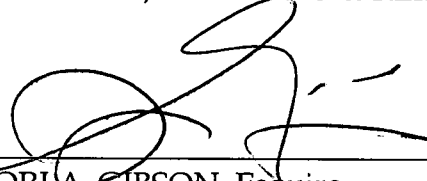
11. Plaintiff avers that such attorneys' fees amount to \$150.00 to date and that those fees continue to accrue.

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

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Bernice M. Duttry, individually, in the amount of \$7,317.39 with appropriate additional attorneys' fees and continuing interest thereon at the rate of 11.00 percent 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.

A handwritten signature in black ink, appearing to read 'Lori A. Gibson', is written over a horizontal line.

LORI A. GIBSON, Esquire

PA I.D. #68013

Attorney for Plaintiff

2601 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 01900248

# National City

## Signature Credit Line Agreement

You are opening a National City Signature Credit Line Account (Account) with National City Bank of Pennsylvania (Bank), Pittsburgh, Pennsylvania and agree that the following terms and conditions will apply to your Account.

### Line of Credit

Your Account is an open end line of credit (Credit Line) which you may use to obtain cash advances (Advances) from time to time. Any amount you repay will be again available to you. The amount of your initial Credit Line is \$ 8,000.00. Bank may increase or decrease your Credit Line at any time, in its sole discretion, and Bank will notify you in writing of any such change.

### Signature Credit Line Advance

You may obtain Advances under your Credit Line by issuing special convenience checks (Checks) supplied by Bank, or by way of any other Bank approved plan. Bank will charge your Checks directly against your Account. The minimum Advance that you can receive is \$100.00. Bank will have no obligation to honor any Check for an amount less than \$100.00, or if the resulting Total New Balance of your Account would exceed your Credit Line, or in the event of termination of your Account, or if you are in default.

You should notify Bank when you need more Checks. You should also notify Bank immediately if your Checks are lost or stolen. (Please see "Stop Payment Order" section of this Agreement). Your statement will list Checks that have been paid, but the actual paid Checks will not be returned to you. You may request copies of paid Checks from the Bank, and a document request fee may be charged.

If you request, you may also obtain cash advances by using an automated teller machine (ATM). If you want ATM access to the Account, you must call or visit your branch to request such access. The word Card means an ATM card. Bank will charge all Advances made with a Card to your Account. There is no minimum Advance when you use a Card. Bank will have no obligation to honor a request for an Advance with a Card if the resulting Total New Balance of your Account would exceed your Credit Line, or in the event of termination of your Account, or if you are in default. If you allow others to make Advance(s) with a Card then you are liable for their Advance(s) as well. You should notify Bank immediately if your Card is lost or stolen, or you believe someone may be using your Card without permission. (Please refer to the separate disclosures provided with the Card.) Bank charges you fees for using ATMs at other financial institutions to cover Bank's costs: \$1.00 for using a MAC\* ATM and \$2.00 for using a PLUS SYSTEM\* ATM. These are in addition to the other charges as listed in the Other Charges section of this Agreement.

### Finance Charge

Bank figures the finance charge on your Account by applying the periodic rate to the "average daily balance" of your Account (including current transactions). To get the "average daily balance," Bank takes the beginning balance of the Account each day, adds any new Advances and other debits, and subtracts any payments or credits and other finance charges. This gives the daily balance. Then, Bank adds up all the daily balances for the billing cycle (Statement Period) and divides the total by the number of days in the Statement Period. This gives the "average daily balance."

Advances are subject to finance charges from the date of transaction to the date payment is posted to the Account. The periodic rate of finance charge and the annual percentage rate are subject to change based on the value of an index. The index in effect for each Statement Period shall be the "Prime Rate" of interest as published in the Money Rates Table of *The Wall Street Journal* as of the 17th business day of the calendar month preceding the month in which the Statement Period begins (rounded up), or, if necessary, to the nearest .001% (index). The ANNUAL PERCENTAGE RATE is the index plus 2.50%. The FINANCE CHARGE for each Statement Period shall be computed at the annual percentage rate divided by 12.

The annual percentage rate and the periodic rate of finance charge will increase if the index increases. In the event of an increase, the finance charge will increase and the Minimum Payment amount may increase. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the Minimum Payment amount unless the Minimum Payment amount is equal to or less than \$10.00. However, in no event shall the periodic rate of FINANCE CHARGE be more than 18.00% or less than 2.50%, per month, and in no event shall the ANNUAL PERCENTAGE RATE be more than 18.00% or less than 2.50%, per month.

The current periodic rate of FINANCE CHARGE is 8.9583% per month, which corresponds to an ANNUAL PERCENTAGE RATE of 10.75%. Your monthly statement will disclose the applicable annual percentage rate for the Statement Period.

### Other Charges

- In addition to finance charges, the following other charges will apply to your Account:
- An annual membership fee of \$15.00, whether or not you obtain Advances under your Account. This fee is not refundable. The fee is assessed in the Statement Period following the first anniversary of the opening of the Account and each year thereafter.
  - A late payment fee of the greater of 10% of the unpaid Minimum Payment or \$20.00, if Bank does not receive your Minimum Payment at the address shown on your statement within 15 days of the payment due date. Bank may charge an additional late payment fee for each Statement Period that your Account is past due.
  - An overlimit fee of \$20.00 whenever the Total New Balance exceeds your Credit Line. Bank may charge an additional overlimit fee for each Statement Period that you remain over your Credit Line.
  - A returned payment fee of \$20.00 if you make a payment on your Account which is returned to Bank unpaid because of insufficient funds, a closed account, stop payment, or any other reason.
  - A returned check fee of \$20.00 if you write a Check that Bank dishonors under the "Signature Credit Line Advances" section of this Agreement.
  - A stop payment fee of \$25.00 if you order Bank to stop payment on a Check or if you draw a stop payment order.
  - A document request fee of \$5.00 for each copy supplied by Bank at your request. Bank will not charge you for documents you are entitled to by law.

Bank does not lose any of its other rights under this Agreement whether or not it charges late payment or overlimit fees. The application of any fee shall not cure the default which initiated fee.

### Credit Life Insurance

Credit Life Insurance is not required to obtain credit and will not be provided unless you sign below, and also sign a separate Application for Credit Life Insurance, and agree to pay the additional cost. No Credit Life Insurance will be provided unless the insurance company accepts your application for Credit Life Insurance. Credit Life Insurance will terminate at the end of the Statement Period in which either of you becomes 60 years of age. See the Notice of Proposed Insurance for additional information. Premiums will be billed to your Account and treated as Advances. Premiums are based on the ending balance for each Statement Period.

Single Credit Life: per \$100 ☒ per \$100 ☐

Joint Credit Life: per \$100 ☒ per \$100 ☐

### Security Interest

You grant to Bank a security interest in all your deposits and agree that your Account will be secured by any security interest created by either party, assignment, security agreement, or otherwise in any property (except real estate or a dwelling) described in any secured obligation assigned by Bank to the agreement granting such security interest, also secure all other obligations of yours to Bank.

### Acknowledgment and Signature

You understand that the Additional Agreements on the second page are also part of this Agreement and are incorporated by reference. Important information regarding your rights to dispute billing errors (Your Billing Rights) is also printed on the second page. You acknowledge receipt of a completed copy of this Agreement including page 2. You intend to be legally bound by all of the terms of this Agreement.

Dated: April 15, 1997

BERNICE M. DUTTRY

Type or print name

Type or print name

Borrower's Address: 1 EVERGREEN DR

PENNSILVA PA 158490000

EXHIBIT "1"

02801 LBS

## ADDITIONAL AGREEMENTS

### Account Statements

Bank agrees to mail or deliver to you a monthly statement for each Statement Period at the end of which your Account has a Total New Balance which is a debit or credit balance of more than \$1 or on which a finance charge has been imposed. Total New Balance is the sum of all outstanding Advances, fees, payments, other credits, debits, and finance charges.

### Payments

Your payments will be due monthly. You are required to pay a Minimum Payment equal to 2.0% of the Total New Balance as shown on each monthly statement or \$50.00 (or whatever portion of \$50.00 is necessary to pay Bank in full), whichever is greater, within 25 days after the statement date (Payment Due Date). You may pay the unpaid balance of your Account in whole or in part at any time without penalty.

Payments will be applied in the following order: first to all unpaid finance charges, then to all other charges, and then to Advances. Overpayments are credited to the Account and refunded upon request.

### Stop Payment Order

Bank agrees to honor an oral or written stop payment order against an item received from you within a reasonable time prior to payment. A stop payment order against an item must accurately describe the item as to date, number, amount, and payee, and must correctly recite your name and Account number. An oral or written stop payment order remains effective for six months from the date Bank receives notice of the order against an item for less than \$1,000 and for one year against an item for \$1,000 or more. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if Bank receives an oral or written renewal notice prior to the order becoming ineffective. Errors in your name or the Account number, or inaccuracies in the description of the item's number, amount, issue date or payee on your written stop payment order shall relieve Bank from liability for any mistaken payment or wrongful dishonor. Any errors on Bank's written acknowledgment to you of a stop payment order must be reported in writing to Bank's Signature Credit Department within 10 calendar days of the written acknowledgment date. Bank shall not be liable for any mistaken payment or wrongful dishonor occurring after the 10-day period, unless errors or inaccuracies are reported to Bank within the 10-day period. You agree to indemnify Bank and hold it harmless from any and all expenses incurred or damages suffered by Bank in honoring a stop payment order. Before Bank will release a stop payment order, Bank's Signature Credit Department must receive a written request, signed by you, requesting the withdrawal of the order. Bank shall not be liable for any damages unless Bank has failed to act in good faith and exercise ordinary care. Bank's acceptance of a stop payment order does not mean that the check has not yet been paid. Bank shall have no liability resulting from the payment of a check prior to its actual receipt of a stop payment order and reasonable time to process the order. To place a stop payment order, call 1-800-362-0186, or write Signature Credit Department, National City Bank of Pennsylvania, P.O. Box 5570, Cleveland, OH 44101.

### Default

If you become insolvent or bankrupt, are declared legally incapacitated, die, exhaust your Credit Line, or if you fail to make any payment due on your Account by the Payment Due Date, or if you default under any other obligation of yours to the Bank or if you fail to provide Bank with updated financial and other credit information when requested by Bank, and if Bank in good faith believes you will not be able to meet the repayment requirements due to an adverse change in your financial circumstances, then you shall be in default. If you are in default, you shall immediately pay your Total New Balance in full. Bank will not extend further credit to you under this Agreement.

If you fail to pay your Total New Balance in full, you agree to pay all of Bank's collection expenses. Bank may charge and receive reasonable attorney's fees and court costs should your Account be referred to an attorney for collection to the extent permitted under applicable state law. Interest after termination, when applicable, shall accrue at the rate provided in the Finance Charge section of this Agreement on the outstanding balance, until such balance has been paid in full.

### Termination of Account

Bank may terminate this Agreement at any time and for any reason by giving written notice to you. You may terminate this Agreement at any time as to further Advances by giving written notice to the Bank. You will be deemed to have terminated this Agreement if you notify Bank that you do not agree to this Agreement or to any amendment to this Agreement of which Bank has notified you. Upon termination either by Bank or by you, Bank will not extend further credit to you under this Agreement. Termination by either Bank or you will not relieve you of any of your obligations existing under this Agreement prior to termination.

### Amendment

Bank has the right to change the terms of this Agreement at any time and from time to time without notice, unless notice is required by law. To the extent permitted by law, changes in terms may apply to the then outstanding balance and to new Advances.

### General

(1) You shall promptly notify Bank of any change in circumstances which has a substantial adverse effect on your credit. (2) You will furnish Bank with financial statements in a form satisfactory to Bank and tax returns once every year, and at any time upon request. (3) If this Agreement is signed by more than one person, each of you may draw Checks and obtain Advances on the Account, and each of you is jointly and severally liable for all amounts owing on the Account. Any of you may direct Bank to not make further Advances on Account, however, reinstatement will only be made on the joint request of all of you. (4) Your rights in your Account may not be assigned. (5) Bank may delay exercising any of its rights under this Agreement without losing them. (6) This agreement and your use of the Account, Credit Line, and Checks, shall be governed and construed in accordance with the laws of Pennsylvania, except to the extent such laws have been preempted or superseded by federal law. (7) If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will then read as if the invalid or unenforceable part were not there.

## YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days. Unless we have corrected the error by then, within 90 days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can report any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount in other cases. We will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first 150 of the questioned amount. Even if your bill was correct.



VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904, relating to unsworn falsification to authorities, that he/she is Dak R. Hamewinkel,  
(Name)  
Consumer Banking Officer of National City, 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.

Dak R. Hamewinkel  
(Signature)

Dotry

01900248

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsification to authorities, that he/she is Dale R. Hanuwinckel (Name) Consumer Banking Officer of National City (Company), Plaintiff (Title)

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.

Dale R. Hanuwinckel  
(Signature)

FILED

MAY 19 2000

012143  
William A. Shaw  
Prothoncary

Atty. J. Libson

PD \$86.00

1cc Shy.

\_\_\_\_\_

LORI A. GIBSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK

00-598-CD

VS

DUTTRY, BERNICE M.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 6, 2000 AT 9:30 AM DST SERVED THE WITHIN COMPLAINT  
ON BERNICE M. DUTTRY, DEFENDANT AT RESIDENCE 1 EVERGREEN DR.  
PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
JOHN DUTTRY, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER

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

SWORN TO BEFORE ME THIS

14th DAY OF June 2000  
William A. Shaw

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

SO ANSWERS,

Chester A. Hawkins  
by Marilyn Herr

CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 14 2000  
013100  
William A. Shaw  
Prothonotary

*[Handwritten mark]*

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

NATIONAL CITY BANK

Plaintiff

15- vs.

BERNICE M. DUTTRY,

Defendant

Civil Action No: 00-598-CD

PRAECIPE FOR DEFAULT JUDGMENT

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  
(412) 434-7955

WWR#01900248

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

**FILED**

SEP 01 2000

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

Civil Action No: 00-598-CD

vs.

BERNICE M. DUTTRY,

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Bernice M. Duttry, above named, in the default of an Answer, in the amount of \$7,5326.21 computed as follows:

Amount claimed in Complaint	\$ 7,317.39
Interest from April 21, 2000 to August 25, 2000 at the contract interest rate of 11.00% per annum	\$ 8.82
TOTAL	\$ 7,326.21

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, PA 15219

(412) 434-7955

WWR#01900248

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: 1 Evergreen Drive, Penfield, PA 15849.

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 00-598-CD

BERNICE M. DUTTRY

Defendant

**IMPORTANT NOTICE**

TO: Bernice M. Duttry  
1 Evergreen Drive  
Penfield, PA 15849

Date of Notice: June 29, 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, PA 15219  
(412) 434-7955  
WWR #01900248

**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: 

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#01900248



FILED

SEP 01 2000

M13.351 aTh  
William A. Shaw  
Prothonotary

Wbbsn p2 500.00

Not. to Day.

Statement to aTh

2/23

COPY

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

NATIONAL CITY BANK

Plaintiff

Civil Action No: 00-598-CD

vs.

BERNICE M. DUTTRY,

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 September 1, 2000

(xx)    Assumpsit Judgment in the amount  
         of \$7,326.21 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.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

Bernice M. Duttry  
1 Evergreen Drive  
Penfield, PA 15849

By:   
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  
STATEMENT OF JUDGMENT

NATIONAL CITY BANK

Plaintiff(s)

vs.

BERNICE M. DUTTRY

Defendant(s)

No. 00-598-CD

Real Debt \$7,326.21

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

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

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

Entry \$20.00

Instrument Default Judgment

Date of Entry September 1, 2000

Expires September 1, 2005

Certified from the record this 1st day of September, 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