

00-918-CD
CITIBANK (SOUTH DAKOTA) N.A. -vs- JOHN T. HUMBLE X

VALERIE ROSENBLUTH PARK
 ATTORNEY I.D. # 72094
 PARK LAW ASSOCIATES, P.C.
 25 EAST STATE STREET
 DOYLESTOWN, PA 18901
 (215) 348-5200
 ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
 TRUE AND CORRECT ADDRESS IS:
 PLAINTIFF: 7920 NW 110TH ST.
 KANSAS CITY, MO 64153
 DEF: RR 1, BOX 114
 MAHAFFEY, PA 15757-9607
 5424180367404990

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.
 Plaintiff

VS

52 JOHN I. HUMBLE
 Defendant

NO. 00-918-CD

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against the said Defendant for failure to plead or otherwise respond to the Complaint and assess the damages as follows:

AMOUNT OF CLAIM	\$3,680.30
ATTORNEY FEES	\$920.00
PLUS ACCRUED INTEREST	\$333.99
LESS PRINCIPAL PAID	(\$0.00)
LESS OTHER PAYMENTS	(\$0.00)
 TOTAL	 \$4,934.29
	PLUS ADDITIONAL COSTS

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A true and correct copy of the notice pursuant to Pennsylvania Rule of Civil Procedure No. 237.1 is attached hereto and marked Exhibit "A".

FILED

OCT 20 2000

VALERIE ROSENBLUTH PARK, ESQUIRE
 Attorney for the Plaintiff

1335
 William A. Shaw
 Prothonotary

39724

AND NOW October 20, 2000, Judgment is entered
in favor of the Plaintiff and against the Defendant by Default
for want of an Answer and damages assessed in the sum set forth
in the above certification.

PROTHONOTARY

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS
REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
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PLAINTIFF: 7920 NW 110TH ST.
KANSAS CITY, MO 64153
DEF: RR 1, BOX 114
MAHAFFEY, PA 15757-9607

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS

JOHN I. HUMBLE

Defendant

NO. 00-918-CD

**NOTICE OF PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT**

TO: JOHN I. HUMBLE
RR 1, BOX 114
MAHAFFEY, PA 15757-9607

DATE OF NOTICE: 10/4/00

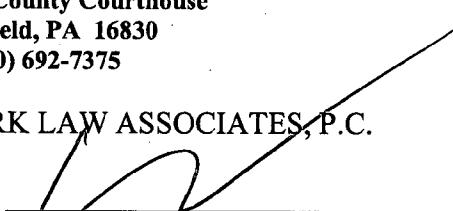
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(800) 692-7375

PARK LAW ASSOCIATES, P.C.

BY:


VALERIE ROSENBLUTH PARK, ESQ.

CC:

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

EXHIBIT

A

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 7920 NW 110TH ST.
KANSAS CITY, MO 64153
DEF: RR 1, BOX 114
MAHAFFEY, PA 15757-9607

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS

JOHN I. HUMBLE

Defendant

NO. 00-918-CD

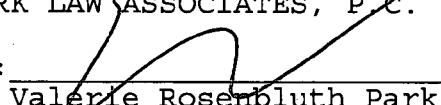
VERIFICATION OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS :

VALERIE ROSENBLUTH PARK, Esquire, being duly sworn according to law, deposes and says that she will make this affidavit on behalf of the within Plaintiff, being authorized to do so, and that she believes and therefore avers, that JOHN I. HUMBLE, Defendant is over 21 years of age; that his/her place of residence/business is located at RR 1, BOX 114 MAHAFFEY, PA 15757-9607 and that he/she is employed and that he/she is not in the Military or Naval Service of the United States or its Allies or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its amendments.

PARK LAW ASSOCIATES, P.C.

BY:


Valerie Rosenbluth Park
Attorney for Plaintiff

COPY

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
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PLAINTIFF: 7920 NW 110TH ST.
KANSAS CITY, MO 64153
DEF: RR 1, BOX 114
MAHAFFEY, PA 15757-9607

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS
JOHN I. HUMBLE

Defendant

NO. 00-918-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment in Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings
- Judgment on District Justice Transcripts
- Judgment on Judgment Note
- Judgment on Writ of Revival
- Praeclipe to Reassess Damages

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE,
PLEASE CALL: Park Law Associates, P.C. at this telephone
number: (215) 348-5200.

PROTHONOTARY:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

OCT 20 2000
m/2:25 AM '00
William A. Shaw
Prothonotary

pd \$200

On
#25

Not-to-Do: Humble
Statement to atty Park

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

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff(s)

No. 00-918-CD

vs.

JOHN I. HUMBLE

Defendant(s)

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00 _____

Instrument Default Judgment _____

Date of Entry October 20, 2000 _____

Expires October 20, 2005 _____

Certified from the record this 20th day of October, 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

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
P.O. Box 1779
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

115 CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

FILED

AUG - 3 2000

53 JOHN I. HUMBLE

Defendant

William A. Shaw
Prothonotary

NO. 00-918-C0

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 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 other claims 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.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 32

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

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
(215) 348-5200
Doylestown, PA 18901
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.
Plaintiff

VS.

JOHN I. HUMBLE
Defendant

NO.

CIVIL ACTION-LAW

1. The Plaintiff is Citibank (South Dakota) N.A., a nationally charted banking institution with a place of business located at 3940 Olympic Blvd. Erlanger, KY 41018

2. The Defendant is JOHN I. HUMBLE, with a place of residence located at RR 1, BOX 114 MAHAFFEY, PA 15757-9607 .

COUNT I - CONTRACT

3. At the request of the Defendant, Plaintiff issued to Defendant a credit card, account 5424180367404990; and at all times relevant hereto, Defendant was the holder of said card issued through the Plaintiff's credit facilities.

4. Defendant, upon acceptance and use of the Plaintiff's credit card, agreed to be bound by the terms and conditions of Plaintiff's revolving credit plan. A true and correct copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".

5. The Defendant subsequently used the said credit card. As of 05/16/2000, the Defendant had incurred charges in the sum of

\$3,680.30. Defendant may be entitled to payments made after 05/16/2000 which will be credited at the time of judgment.

6. In accordance with the terms of Exhibit "A", the Defendant agreed to pay the Plaintiff a finance/service charge on all sums due at an annual percentage rate of 21.65 and the Plaintiff is entitled to additional finance/service charges from 05/16/2000.

7. In accordance with the terms of Exhibit "A", Defendant agreed to pay Plaintiff a reasonable attorney's fee if the account was referred to an attorney for collection and Plaintiff will incur an attorney's fee in the amount of \$920.00.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,680.30 plus attorney's fees of \$920.00 plus interest from 05/16/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II UNJUST ENRICHMENT

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

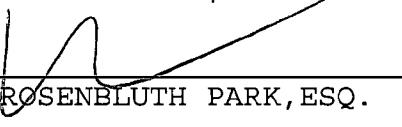
11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,680.30 plus attorney's fees of \$920.00 plus interest from 05/16/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

Respectfully submitted:

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQ.

AFFIDAVIT

STATE OF MISSOURI
COUNTY OF PLATTE, TO-WIT:

On this 22 day of MAY, 2000, came before me, a Notary Public in the jurisdiction aforementioned, JEANETTE M. BROWN, who, after being duly sworn, deposes as follows:

I, JEANETTE M. BROWN, hereby certify that I am a Manager of Citicorp Credit Services, Inc.; that I authorize to execute this Affidavit on behalf of Citibank (South Dakota), N.A.; that I make this affidavit of my own personal knowledge and am competent to testify to all matters contained herein; that I am personally familiar with Account No. 5424180367404990; that the defendant signed an Application for Credit Card which forms the basis for this account; that

John I Humble used or authorized use of said credit card for the purchase of goods and/or services and cash advances; that the existing balance of the account is \$ 3680.30; that demand has been made upon John I Humble for payment of this amount; that John I Humble was sent a copy of the Disclosure Statement with the credit card; that payment has not been made pursuant to the agreement between the parties and that said amount, plus continuing interest and attorney's fees is due and owing to Citibank (South Dakota), N.A.; that I have made diligent search and inquiry to determine whether the defendant,

John I Humble, is in the military service of the United States of America; and, as a result of such search and inquiry, have determined and ascertained that the said defendant hereto is not in the military services of the United States and is not entitled to any of the rights and privileges as prescribed under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

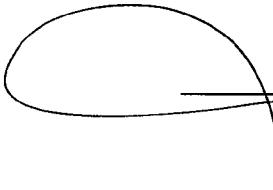
I certify the above to be true and correct to the best of my knowledge and belief.

CITICORP CREDIT SERVICES, INC.
By Jeanette M. Brown
Title Manager
under limited power of attorney for
CITIBANK (SOUTH DAKOTA), N.A.

STATE OF MISSOURI
COUNTY OF PLATTE, TO-WIT:

The foregoing Affidavit was acknowledged before me this 22 day of MAY, 2000, by JEANETTE M. BROWN, whose title is MANAGER, on behalf of Citibank (South Dakota), N.A., a South Dakota corporation, on behalf of the corporation.

Given under my hand this 22 day of MAY, 2000.
My commission expires:

 Aug 18
NOTARY PUBLIC

JANE LEWIS
Notary Public - Notary Seal
State of Missouri
Clay County
My Notary Commission Expires June 05, 2001

of up to 100 days. If you pay us more than the address provided on the billing statement, you must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rates existing at the time of conversion.

Over-the-Credit Line Fee:

We will add a \$15 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

Late Fee:

We will add a \$15 fee to the purchase balance for each billing period you fail to make the minimum payment within 15 days after its due date.

Returned Payment Fee:

We will add a \$15 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check is not honored, even if it is paid upon resubmission.

Citibank Checks:

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not cash any Citibank checks, nor will we return paid Citibank checks.

Returned Citibank Check Fee:

We will add a \$15 fee to the cash advance balance if we decline to honor a Citibank check. Among the reasons for our decline are that the check would cause the balance to exceed your cash advance limit or credit line, that you are in default, that you did not comply with our instructions regarding the check, that your account has been closed, or that the card has expired.

Stop Payment Fee:

We will add a \$15 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number issued on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill."

Lost or Stolen Cards, Account Numbers or Citibank Checks:

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you

they are found or recovered. You may be liable for any unauthorized card, but not for more than \$50. You won't be liable for any unauthorized purchases or cash advances made after we've been notified of the loss of the card, however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default:

You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But of course, you don't want this to happen. Call us first and let us try to help you.

Collection Costs:

If we have to refer collection of your account to a lawyer (who is not our salaried employee), to the extent permitted by law you will have to pay our attorney's fee plus court costs or any other fees. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

Customer Privacy:

We will not sell information about you or your account to non-Citibank companies. On occasion, however, we will allow certain companies to offer specially selected products and services to you through the mail or by telephone. These companies will not be allowed to retain any information about you or your account unless you agree to purchase their product or service. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

Telephone Monitoring:

From time to time we may monitor telephone calls regarding your account with us to assure the quality of our service.

Information Reporting:

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our Citibank affiliates, and our Citibank affiliates may perform certain customer service and payment processing functions for your account. Otherwise, no one else will be given information about your account without your permission or proper legal authority. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

Correcting Your Credit Report:

If you think we reported erroneous information to a credit reporting agency or wish to learn the names of the agencies we contacted, write us at the address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by

VALERIE ROSENBLUTH PARK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.
VS
HUMBLE, JOHN I.

00-918-CD

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 31, 2000 AT 4:42 PM DST SERVED THE WITHIN
COMPLAINT ON JOHN I. HUMBLE, DEFENDANT AT RESIDENCE RR 1 BOX
114, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
BETTY HUMBLE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

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

SWORN TO BEFORE ME THIS

6th DAY OF September, 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 Marily Hawk
CHESTER A. HAWKINS
SHERIFF

FILED

SEP 06 2000

01 10:43 am

William A. Shaw GRS
Prothonotary