

00-1539-CD
PROVIDIAN NATIONAL BANK -vs- AUSTIN M. HOLES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
a national banking association

CIVIL DIVISION

Plaintiff(s),
v.

No. 2000-1539 CO

AUSTIN M HOLES
an individual

Defendant(s),

COMPLAINT

Code No. _____

Issue No. _____

FILED

DEC 11 2000

William A. Shaw
Prothonotary

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

PROVIDIAN NATIONAL BANK
a national banking association

Plaintiff(s),

v.

No. 2000

AUSTIN M HOLES
an individual

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

PROVIDIAN NATIONAL BANK
a national banking association

Plaintiff(s),

No. 2000

v.

AUSTIN M HOLES
an individual

Defendant(s),

1. Plaintiff(s) is PROVIDIAN NATIONAL BANK a national banking association. Plaintiff's address is the State of New Hampshire, where Plaintiff is domiciled.

2. Defendant(s) is AUSTIN M HOLES an individual. Defendant's address is ROUTE 1 BOX 613, LA JOSE PA 15753-9619.

3. On or about April 27, 1994, Plaintiff, at Defendant's special instance and request, opened for the Defendant a credit account which Defendant thereafter used and there is a balance due and unpaid, despite demand, in the amount of \$2130.39 plus interest at the contract rate of 19.40%, ever since October 31, 2000.

4. Attached hereto as Exhibit "A", and incorporated herein by reference as though herein set forth at length, is the Account Agreement and other documents of the account. Alternatively, Defendant obtained the benefit of the use of the account and was unjustly enriched thereby.
WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$2,130.39 plus interest from October 31, 2000 and attorney's fees of 17% and costs.

Louis B. Swartz
Attorney for PLAINTIFF
SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

TCSI 001 CODE IHB ACCT 4168512218000200

CYCLE 28 AGENT 0508

(12 MONTH HISTORY):::::::::::SCREEN SELECTION (1 2 3 4)::::::::::=> HOLES AUSTIN M

	CURRENT	(01) 10/30/00	(02) 09/26/00	(03) 08/28/00	(04) 07/28/00
PAYMENT	0	1	0	1	1
092900	.00	123.00	.00	131.00	92.86
MIN PYMT	38.14	38.14	33.87	35.84	36.59
PURCHASE	0	0	0	0	0
120695	.00	.00	.00	.00	.00
CASH ADV	0	0	0	0	0
050294	.00	.00	.00	.00	.00
CREDITS	0	0	0	0	0
012296	.00	.00	.00	.00	.00
MISC CHG	0	0	0	0	0
	.00	.00	.00	.00	.00
INS FEE	.00	.00	.00	.00	.00
LATE CHG	.00	.00	.00	.00	.00
OVRL FEE	.00	.00	.00	.00	.00
PURC F/C	917.04	16.29	13.77	14.35	13.75
CASH F/C	1,213.35	21.85	20.10	21.49	22.84
LIMIT	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
BALANCE	2,130.39	2,130.39	2,215.25	2,181.38	2,276.54

Exhibit "A"


 Providian National Bank VISA® or MasterCard® Account
 Account Agreement for Austin M Holes

Please review this document and keep it with your other important papers. This Account Agreement contains the terms which govern your Providian National Bank VISA or MasterCard Account (the "Account"). The Account allows you to make purchases by using your VISA or MasterCard card (the "Card") wherever it is honored and to get cash advances from us or any other participating financial institution and from Automated Teller Machines. Convenience checks may also be provided to you as an additional way to use the Account. In this Agreement, "you" and "your" mean each person for whom we have opened a credit card Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignees, as listed on your billing statement. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account shall constitute acceptance of the terms of this Agreement. You and we agree as follows:

Payments. You will receive a monthly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. Convenience checks and other checks we issue to you may not be used to make payments on your Account or to make payments on any other account you have with us or our affiliates. The payment due will be: 2% of the new balance shown on your statement plus the amount of any past due payment, plus the amount by which the new balance exceeds your credit line. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

Finance Charges. Except as described in the **Grace Period for Purchases** section of this Agreement, finance charges begin to accrue on a debit when it is included in one of your daily balances and continue until that balance is reduced by a payment or credit. Your Account has three balances: the **Purchase Balance**, which consists of purchases you make with your Card and fees for certain optional services; the **Custom Cash Advance Balance**, which consists of balances that you transfer to your Account using balance transfer checks and balances that we transfer for you; and the **Cash Advance Balance** which consists of all other cash advances. Any payment amount we receive that exceeds the finance charges and fees then due will ordinarily be applied first to the Balance with the lowest Annual Percentage Rate (APR), until that Balance is zero, and then to the Balance with the next lowest APR, until that Balance is zero, and then to any remaining Balance. We reserve the right to apply payments differently without further notice. The Purchase, Custom Cash Advance, and Cash Advance Balances are reduced by payments as of the date received, and by credits (except for reversals of late, over-limit, and miscellaneous charges) as of the date posted. Purchases are included in your Purchase Balance as of the date made. Custom cash advances are included in your Custom Cash Advance Balance as follows: funds electronically transmitted to other lenders to transfer balances, as of the date transmitted; checks to transfer balances as of the date presented to us. Other cash advances are included in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Tellers, as of the date made; cash advance checks made payable to you that are identified as cashier's checks and mailed to you at your request, as of seven days after the date we print on the check; all other checks, as of the date presented to us. Other debits (except for late, over-limit, finance, and miscellaneous charges) are included in your Purchase, Custom Cash Advance, or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase, Custom Cash Advance, and Cash Advance Balances each day and are then posted on the last day of the billing cycle. There is no grace period for custom cash advances or other cash advances.

To figure the daily finance charge for each type of Balance, we start with your previous day's Balance, add all debits and subtract all credits for the current day and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for each type of Balance is then added to and included in that day's Balance. We treat a credit balance for any day as zero. We determine the total finance charges on balances for the billing cycle by adding together the finance charges for each type of Balance for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction.

Your statement includes an average daily balance for each type of Balance. You can multiply each average daily balance that is not zero by the number of days in the billing cycle and the periodic rate to obtain subtotals, and then add the subtotals together to determine your total finance charges on balances for the billing cycle.

The term "Prime Rate" as used in the Agreement means the highest prime rate published in the *Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the Annual Percentage Rate will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

The **ANNUAL PERCENTAGE RATE (APR)** for purchases will vary and may be adjusted each billing cycle up to 10.9% above Prime Rate, but will in no event be less than 16.9%. Using this formula, the **APR** for purchases in the September 1998 billing cycle is 19.4%, corresponding to a daily periodic rate of 0.05315%.

The **ANNUAL PERCENTAGE RATE** for cash advances will vary and may be adjusted each billing cycle up to 12.9% above the Prime Rate, but will in no event be less than 18.9%. Using this formula, the **APR** for cash advances in the September 1998 billing cycle is 21.4%, corresponding to a daily periodic rate of 0.05863%.

We reserve the right to change the Annual Percentage Rate calculations if you do not comply with the terms of this Agreement.

Grace Period for Purchases. New purchases posted to your Account in billing cycles with no previous balance, or when the previous balance was fully paid during the cycle, do not begin to incur a finance charge until the start of the next billing cycle. You will pay no finance charge on such new purchases if you pay the total new balance in full by the payment due date shown on your statement. New purchases posted in any other billing cycle incur a finance charge, and there is no period in which such purchases may be repaid without incurring a finance charge.

Rebate. On the last day of each monthly statement period we will credit your Account with 1% of your net purchase transactions posted during the statement period. "Net Purchase Transactions" means Card purchases, less purchase adjustments and purchase credits posted during the period.

Fees. We will charge your Account up to \$29 for: each Card you ask us to replace; each returned payment check; each check you write on your Account that we return unpaid; each stop payment order or renewal of such an order; each billing cycle within which your Account is delinquent (late charge); and each billing cycle within which your balance exceeds your credit line, even if your Account is closed. If you request copies of billing statements that were first sent to you more than three months earlier, we may charge a handling fee of \$2 for each such copy.

Default. You will be in default: if any information you provided us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and use any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the APR(s) disclosed in the **Finance Charges** section of this Agreement, even if we have filed suit to collect the amount you owe.

Credit Line. Your credit line is specified from time to time in a separate notice. We may increase or decrease your credit line based on information we obtained from you or your credit records. Your available credit is normally the difference between your credit line and your Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction which would cause you to exceed your available credit.

Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else use your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you win the suit, we will pay your reasonable attorney's fees and court costs.)

Changes. After we provide you any notice required by law, we may change any part of this Agreement and add or remove requirements. If a change is made to the **Finance Charges** section of this Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that include items posted to your Account before the date of the change, and will apply whether or not you continue to use the Account.

Foreign Exchange/Currency Conversion. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by five percent (5%). If a credit is subsequently given for a transaction, it will be decreased by the same percentage. If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your Account. You agree to accept the converted amount in U.S. dollars.

The Card; Cancellation. You may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days notice to you, or without notice if permitted by law. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you terminate your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we have issued to you.

Personal Information; Documents. You will provide us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment or income. Upon our request, you will provide us additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about your Account to others. We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you do not fulfill your obligations under this Agreement, a negative credit report that may reflect on your credit may be submitted to the credit reporting agencies.

Customer Service; Unauthorized Use, Loss, or Theft of Checks or the Card. Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification

Number ("PIN", which provides access to Automated Teller Machines) and any checks issued to you from theft, and keeping your PIN separate from your Card. If you discover or suspect that your Card, PIN, or any unused checks are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-933-7221. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report to us suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you choose to use.

Stop Payment Orders. If you wish to stop payment on a check, you may send us a stop payment order by writing to us at our address for customer service listed on your statement. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and specific information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order six months after receipt unless it is renewed in writing.

Standard of Care. Because this Account involves both credit card and check transactions which are processed through separate national systems before the transactions are consolidated by us, and because not every check and Card slip will be sent to us, transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items which we will examine. We will examine all transactions when you report that your Card or checks have been lost or stolen. We do not ordinarily examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care which we in good faith will exercise in administering your Account. Because of our limited review, and because neither your cancelled checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You should also save your credit card cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we file suit against you.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provisions of this Agreement invalid or unenforceable, or impose any increased liability, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your Credit privileges. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown on our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for customer service on your statement (or other addresses we may specify) and shall be effective when we receive it.

YOUR BILLING RIGHTS -- KEEP THIS NOTICE FOR FUTURE USE. This notice contains important information about your rights and our 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 any transaction on your bill, write us, on a separate sheet, at our address for customer service 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 more information, describe the item you are not sure about.

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 apply 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 charge 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 the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases. If you have a problem with the quality of the property or services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations on this right: (a) you must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

30929
NSA

Complete this short form and return it in the postage-paid envelope provided.

Membership Request Certificate

Yes, I'd like the no-annual-fee VISA® Gold.

• No Annual Fee • High Credit Line • Immediate Cash • Low Monthly Payments • 15% "Cash Back" on Purchases

Please send me the cash advance I have indicated below. I agree to be bound by the Account Agreement (which will be mailed to me with my cash advance check) and to repay principal, interest, and interest thereon except that I will have no obligation if I return the check and card(s) unused after reviewing the Account Agreement.

Austin M. Holes
Route 1 Box 613
La Jose, PA 15753-9619130

This invitation expires:
April 18, 1994

1180G1 IC4AO GY518
OGCD KFIR OBHB KCBD ACAC 10-
180-8129-3375-2

40876037

DO NOT REB-428

Austin M. Holes
1-50-3918
1814-074-5518
1814-224-0001

Automatic Cash Advance (Required)
Please check one:
 \$6,000 \$5,000 \$4,000 \$3,000 \$2,000

Please issue a second card on my account (at no extra charge) in the name of:

First **Middle Initial** **Last**

Credit Protection Plan (Optional)
YES, I would like to help protect my VISA Gold account and credit rating with the optional Credit Protection Plan described on the reverse side.

YES *(177-N)*
(Initials have to match)

Employer's Name *Holes, Leathart*
Our credit history is based on this information

180-8129-3375-2

~~4168~~ 4168 5122 1800 0200

PAf

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONPROVIDIAN NATIONAL BANK
a national banking association

Plaintiff(s),

No. 2000

v.

AUSTIN M HOLES
an individual

Defendant(s),

VERIFICATION

The undersigned, HEATHER KOOREMAN, avers
that the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date 11-9-00
_____, Authorized Agent

FILED

REC'D
DEC 11 2000
RECEIVED
William A. Shaw
Prothonotary

Cathy
Swante

DO \$80.00

Ice Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10494

PROVIDIAN NATIONAL BANK

00-1539-CD

VS.

HOLES, AUSTIN M.

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 8, 2001 AT 10:17 AM EST SERVED THE WITHIN COMPLAINT ON AUSTIN M. HOLES, DEFENDANT, AT RESIDENCE, RT#1 BOX 613, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AUSTIN HOLES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

Return Costs

Cost	Description
32.38	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

FILED

JAN 15 2001
m1009
William A. Shaw
Prothonotary

Sworn to Before Me This

15th Day Of January 2001
William A. Shaw

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

So Answers,

Chester Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
a national banking association

CIVIL DIVISION

Plaintiff(s),

No. 2000/01539CD

v.

AUSTIN M HOLES
an individual

Defendant(s),

STIPULATION FOR JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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FILED

JAN 26 2001

William A. Shaw
Prothonotary

6. Defendant shall make the said payments to and payable to Louis B. Swartz, Attorney for Providian National Bank, 1600 Law and Finance Building, Pittsburgh, PA 15219.

LOUIS B. SWARTZ, ESQUIRE/DATE
Seewald, Swartz and Assocs.
Attorney for Plaintiff
1600 Law and Finance Building
Pittsburgh, PA 15219
412/288-0300

Austin M. Holes 1-9-01
AUSTIN M HOLES /DATE
Defendant
Route 1 Box 613
La Jose, PA 15753-9619
814/672-5518

FILED

JAN 26 2001

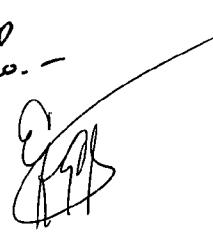
o / 835 (ver

William A. Shaw

Prothonotary

PO
20-1

NOTICE TO DEF.



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

PROVIDIAN NATIONAL BANK
a national banking association

Plaintiff(s),

v.

No. 2000/01539CD

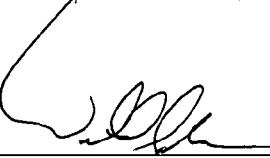
AUSTIN M HOLES
an individual

Defendant(s),

NOTICE OF ENTRY OF JUDGMENT

TO: Austin M. Holes
Route 1 Box 613
La Jose, PA 15753-9619

TAKE NOTICE that on the 26th day of
January, 2001, judgment was entered against
you in the above captioned case in the principal amount of
\$2130.39 plus interest per Stipulation of Judgment and costs.


PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SEEWALD, SWARTZ AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Providian National Bank
Plaintiff(s)

No.: 2000-01539-CD

Real Debt: \$2,130.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Austin Merle Holes
Defendant(s)

Entry: \$20.00

Instrument: Stipulation of Judgment

Date of Entry: January 26, 2001

Expires: January 26, 2006

Certified from the record this January 26, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney