

00-1573-CD
CSB BANK -vs- BRUNO J. ROMEO et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CSB BANK,

Plaintiff

vs.

BRUNO J. ROMEO and
MICHELE BALOG-ROMEO, a/k/a
MICHELE J. BALOG-ROMEO,
Defendants

FILED

DEC 19 2000

William A. Shaw
Prothonotary

No. 00 - 1573 -CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on behalf of:
Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CSB BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 00 -	-CD
	:		
BRUNO J. ROMEO and MICHELE	:		
BALOG-ROMEO, a/k/a MICHELE J.	:		
BALOG-ROMEO,	:		
Defendants	:		

NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

CSB BANK, Plaintiff

vs.

BRUNO J. ROMEO and MICHELE
BALOG-ROMEO, a/k/a MICHELE J.
BALOG-ROMEO, Defendants

:
:
: No. 00 - -CD
:
:
:

COMPLAINT

AND NOW, comes the Plaintiff, CSB BANK, by its Solicitors, GATES & SEAMAN, and files this Complaint against the Defendants, BRUNO J. ROMEO and MICHELE BALOG-ROMEO, a/k/a MICHELE J. BALOG-ROMEO, his wife, with the following being a more specific statement:

1. Plaintiff is CSB BANK, a State banking institution, incorporated, organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 434 State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania 16833.

2. Defendant, BRUNO J. ROMEO, is an adult individual who resides in Sandy Township, Clearfield County, Pennsylvania, with a mailing address of 1281 Treasure Lake, DuBois, PA 15801.

3. Defendant, MICHELE BALOG-ROMEO, a/k/a MICHELE J. BALOG-ROMEO, is an adult individual who resides in Sandy Township, Clearfield County, Pennsylvania, with a mailing address of 1281 Treasure Lake, DuBois, PA 15801.

4. Defendants, BRUNO J. ROMEO and MICHELE BALOG-ROMEO, a/k/a MICHELE J. BALOG-ROMEO, at all times relevant to this cause of action have been husband and wife.

5. On April 24, 1999, Defendants, Bruno J. Romeo and

Michele Balog-Romeo, a/k/a Michele J. Balog-Romeo, made and delivered to Plaintiff, CSB Bank, an Available-Credit Account Agreement and Truth in Lending Disclosure Statement (Account No. 7501297) having a maximum credit line of \$10,000.00. A copy of the aforesaid Available-Credit Account Agreement and Truth in Lending Disclosure Statement is attached hereto and made a part hereof as Exhibit "A".

6. According to the terms of the aforementioned Available-Credit Account Agreement, Defendants agreed to repay two (2.0%) percent of the principal amount owing as of the closing date of the billing period (monthly), together with interest at the initial variable rate of 12.75% per annum (present variable rate is 14.0%).

7. Between the date of the aforementioned Available-Credit Account Agreement and August 30, 2000, Defendants have taken such advances so that as of the present time the principal balance owed under said Agreement is \$8,803.28, plus late charges and accrued interest.

8. Defendants have defaulted under the terms of the aforementioned Available-Credit Account Agreement since they have not paid to Plaintiff the minimum amounts due on August 30, 2000, September 30, 2000, October 30, 2000 and November 30, 2000.

9. Despite being requested to do so, Defendants have refused and otherwise have failed to pay the aforementioned monthly payments and any other sums whatsoever due under the terms of the aforementioned Available-Credit Account Agreement.

10. Since Defendants are in default under the repayment terms of the aforementioned Available-Credit Account Agreement, Plaintiff has chosen to exercise the right it has under said Agreement to declare all amounts due under said Agreement immediately due and payable.

11. The present amount remaining due and owing under the terms of the Available-Credit Account Agreement are as follows:

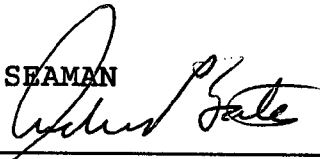
(a) Principal balance	\$ 8,803.28
(b) Late Fees	11.04
(c) Accrued Interest through December 6, 2000	394.94
(d) Attorneys fees (15% of the amount presently due as per terms of Agreement)	<u>1,381.38</u>

TOTAL \$10,590.64**

**Plus per diem interest of \$3.3766 from December 6, 2000

WHEREFORE, the Plaintiff, CSB BANK, demands judgment against Defendants, Bruno J. Romeo and Michele Balog-Romeo, a/k/a Michele J. Balog-Romeo, his wife, in the amount of \$10,590.64, plus per diem interest of \$3.3766 from December 6, 2000, plus costs of suit.

GATES & SEAMAN



Andrew P. Gates
Attorney for Plaintiff,
CSB BANK

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: 12/19/00

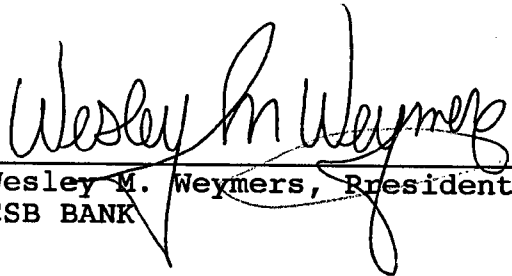
LINE OF CREDIT REQUESTED \$ 10,000.00

First Name Benoit		Middle Initial J.		Last Name Rameo	
Date of Birth 3/23/55		Social Security No. 26714416578		Home Phone 375-3663	
RESIDENCE					
Street Address 1281 TREASURE LAKE		State PA.		How Many Yrs. 5	
City DuBois		State PA.		How Many Yrs. 15801	
Previous Street Address		State		Zip	
City		State		Zip	
Monthly Payment 1536		GE Capital			
Rent Payment Made to		Street Address		Zip	
City		State		Zip	
EMPLOYMENT					
Employer CLEARFIELD Professional Group		Occupation MD			
Employer's Street Address		City CLEARFIELD		State PA.	
City		State PA.		Zip 16830	
No Yrs Employed 13		Annual Income 130,000		Business Phone	
Previous Employer		No Yrs Employed			
Previous Employer's Street Address		City		State	
City		State		Zip	
OTHER INFORMATION					
Annual amount and source of other income - include alimony, child support or separate maintenance only, if you wish to have it relied upon for this application \$					
Have you ever been bankrupted? ☐ No ☐ Yes ☐ Yes (Please Give Details on a Separate Sheet)					
CO-APPLICANT					
If any other person will use or will be contractually bound to this credit line, please include this section.					
First Name MICHAEL		Middle Initial J.		Last Name BAJOV-RAMEO	
Social Security No. 169-52-1512		Date of Birth WIFE		No Yrs Married 319160	
City N/A		State N/A		Zip N/A	
Employer's Street Address		City		State	
City		State		Zip	

Assets		Description		Account No.	
Cash on hand and in Banks		Checking Bank Name		Address	
Savings Bank Name		Address		Account No.	
Auto (Yr., Make, Model)		Fulton Bank		Auto (Yr., Make, Model)	
U.S. Gov't. Securities (Type)					
Stocks (Name, Number of Shares, in Name of)					
Bonds				Maturity Dates	
Residence					
Other Real Estate (Type of Property and Address. Title in Name of) (Please Give Details on a Separate Sheet)					
Life Insurance				Face Value	
Other Assets and Personal Property (Please Give Details on a Separate Sheet)					
TOTAL ASSETS					
Balance Owed: Monthly Payment		LIABILITIES - NAME AND ADDRESS OF CREDITOR		Account No.	
\$ 2548		Auto Loan		FULTON BANK +	
\$ 6759		Auto Loan		NCB	
\$ 1000		Personal Loan		BFC	
\$		Personal Loan			
\$		Installment Purchase			
\$		Installment Purchase			
\$		Installment Purchase			
\$		All Unpaid Taxes (Specify)			
\$ 144671		Mortgage or Loans on Residence		GE CAP.	
\$ 3575		Other Mortgages or Loans on Real Estate (Please Give Details on a Separate Sheet)		VISA	
\$ 3575				MC	
\$ 4789		All other indebtedness, including Charge Card not listed above (Please Give Details on a Separate Sheet)		SOFES	
\$ 6270		Other Liabilities (Please Give Details on a Separate Sheet)		WARDS	
\$					
\$		S. Signer: Guarantor or Endorser			
\$		Amount You Pay for Alimony or Child Support			
\$ 167,847		TOTAL LIABILITIES			

VERIFICATION

The undersigned verifies that he is President of CSB BANK, Plaintiff in the within action, and that the statements made in the foregoing document are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Wesley M. Weymers, President,
CSB BANK

Date: 12-19-00

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 00- - CD

CSB BANK, Plaintiff

-VS-

BRUNO J. ROMEO and MICHELE
BALOG-ROMEO, a/k/a MICHELE
J. BALOG-ROMEO, Defendants

C O M P L A I N T

FILED
SEP 10 2008
CLERK OF COURT
CLERK
CLERK

PR
\$80.00
accy.

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CSB BANK,

Plaintiff

vs.

No. 00 -1573- CD

BRUNO J. ROMEO and MICHELE
BALOG-ROMEO, a/k/a MICHELE J.
BALOG-ROMEO,

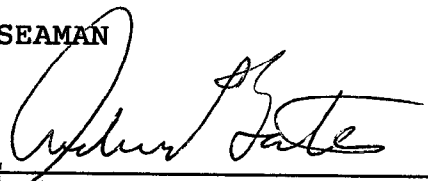
Defendants

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the aforementioned matter as "discontinued
and ended".

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff,
CSB Bank

Date: January 8, 2001

FILED

JAN 08 2001

William A. Shaw
Prothonotary

3:15 2P
No - cc
Certif of Dis to Alky
copy to CA
[Signature]

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CSB Bank

Vs.

No. 2000-01573-CD

Bruno J. Romeo

Michele Balog-Romeo

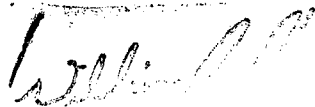
CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on the 8th day of January, A.D. 2001 marked:

Record costs in the sum of \$80.00 have been paid in full by Andrew P. Gates, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of January A.D. 2001.



William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10515

CSB BANK

00-1573-CD

VS.

ROMEO, BRUNO J. AI

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 3, 2000 AT 11:00 AM EST SERVED THE WITHIN COMPLAINT ON
MICHELE BALOG-ROMEO A/K/A MICHELE J. BALOG-ROMEO, DEFENDANT AT
RESIDENCE, 1281 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO MICHELE BALOG-ROMEO A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER
THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW JANUARY 3, 2000 AT 11:00 AM EST SERVED THE WITHIN COMPLAINT ON
BRUNO J. ROMEO, DEFENDANT AT RESIDENCE, 1281 TREASURE LAKE, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELE BALOG-ROMEO,
WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

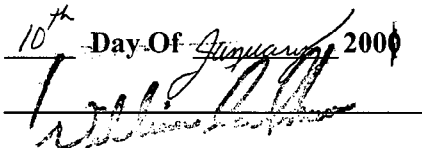
Return Costs

Cost	Description
44.09	SHFF. HAWKINS PD. BY: ATTY
20.00	SURCHARGE PD. BY: ATTY.

FILED
m/10:04 AM
JAN 10 2001

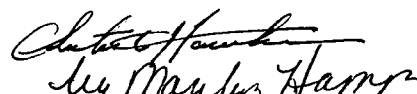
William A. Shaw
Prothonotary
E KCB

Sworn to Before Me This

10th Day Of January 2000


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

So Answers,


Chester A. Hawkins
Sheriff