

01-384-CD
CORTING FEDERAL CREDIT UNION "vs" BRYAN O. BILLINGS

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

CORNING FEDERAL CREDIT UNION

Plaintiff No. 01-384-CO

vs. COMPLAINT IN CIVIL ACTION

BRYAN O. BILLINGS

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG, & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02067714

FILED

MAR 16 2001

William A. Shaw
Prothonotary

COMPLAINT

1. Plaintiff is a corporation with offices in Corning, NY.
2. Defendant is an adult individual residing at P.O. Box 442 Bigler, PA 16825.
3. On or about July 18, 1996, Defendant applied for and was granted a revolving line of credit by Plaintiff, a true and correct copy of the Line of Credit Application and Agreement, 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 January 17, 2000, in the amount of \$3,480.98.
5. On or about April 30, 1999, 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 fixed rate.
8. Plaintiff avers that it is entitled to finance charges at the rate of 10.95 per annum on the unpaid balance.

9. Plaintiff avers that finance charges calculated at the aforesaid rate from January 17, 2000 to February 12, 2001 amount to \$316.71.

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 \$940.38 to date.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Bryan O. Billings ,individually in the amount of \$4,738.07 with continuing attorneys' fees and finance charges thereon at the rate of 10.95 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.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG, & REIS CO., L.P.A.
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Pittsburgh, PA 15219
(412) 434-7955

WWR#:02067714

VERIFICATION PAGE

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 (Name) William Getman, (Title) Asst. Treasurer of Leaving Credit Union Plaintiff herein, and 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.

William Getman
(Signature)

KMJ# 02067714

FILED

REC MAR 16 2001
SOMETHING Molcigan
William A. Shaw
Prothonotary

pd \$ 80.00

cc Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10812

CORNING FEDERAL CREDIT UNION

01-384-CD

VS.

BILLINGS, BRYAN O.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 20, 2001 AT 11:26 AM EST SERVED THE WITHIN COMPLAINT ON BRYAN O. BILLINGS, DEFENDANT AT RESIDENCE, PO BOX 442, BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROSE BUMBARGER, ADULT AT RESIDENCE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
22.16	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

21ST Day Of March 2001


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAR 21 2001

6/3-40/w
William A. Shaw E.C.
Prothonotary KED

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

CORNING FEDERAL CREDIT UNION

Plaintiff

No. 01-384 CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

BRYAN O. BILLINGS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02067714

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED

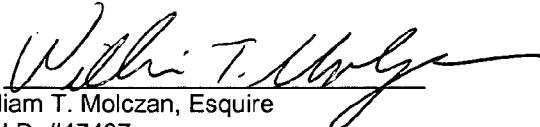
APR 27 2001

William A. Shaw
Prothonotary

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: 
William T. Molczan, Esquire

PA I.D. #47437

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

WWR#02067714

FILED

1cc def.
MAY 5 2001
APR 27 2001
Att'y pd. 20.00

William A. Shaw Notice to Def.
Prothonotary Statement to PAF

9
SAC

COPY

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

Corning Federal Credit Union
Plaintiff(s)

No.: 2001-00384-CD

Real Debt: \$4,837.57

Atty's Comm:

Vs. Costs: \$

Int. From:

Bryan O. Billings
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 27, 2001

Expires: April 27, 2006

Certified from the record this 27th day of April, 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