

01-609-CD
DEVELOPAC, INC. et al -vs- SARA C. NASH

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

DEVELOPAC, INC., d/b/a
COLDWELL BANKER DEVELOPAC
REALTY,
Plaintiff,

vs.

SARA C. NASH,
Defendant.

No. 2001-609-C0

Type of Pleading: PRAECIPE
FOR ENTRY OF JUDGMENT

Filed on Behalf of PLAINTIFF

Counsel of Record for Plaintiff:
ANTHONY S. GUIDO, ESQ.
Hanak, Guido and Taladay
498 Jeffers St., PO Box 487
DuBois, PA 15801
(814) 371-7768
Supreme Court No. 05877

FILED

APR 30 2001

William A. Shaw
Prothonotary

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

DEVELOPAC, INC., d/b/a	:	
COLDWELL BANKER DEVELOPAC	:	
REALTY,	:	No.
Plaintiff,		
vs.	:	
SARA C. NASH,	:	
Defendant.		

NOTICE OF ENTRY OF CONFESSED
JUDGMENT PURSUANT TO Pa.R.C.P. No. 236

NOTICE

TO: SARA C. NASH
 714 FIFTH AVENUE
 BROCKWAY, PA 15824

Pursuant to Pa.R.C.P. No. 236, you are hereby notified that judgment by confession has been entered against you in the above captioned matter.

**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.**

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield PA 16830
(814) 765 – 2641, ext. 1303

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

DEVELOPAC, INC., d/b/a :
COLDWELL BANKER DEVELOPAC :
REALTY, : No.
Plaintiff, :
vs. :
SARA C. NASH, :
Defendant. :

PRAECIPE FOR ENTRY OF CONFESSED JUDGMENT FOR MONEY

TO THE PROTHONOTARY:

Enter judgment in favor of the Plaintiff and against the Defendant by confession on the attached Note with provisions for costs of suit and without stay of execution. Assess Plaintiff's damages as follows:

Amount of Note	\$8003.16
Interest from 12/01/99	\$1248.28
Principal Payments	\$ -0.0-
Interest Payments	\$ 483.62
Amount Due on Note	\$8767.82



Anthony S. Guido, Esq.
Attorney for Plaintiff

AND NOW, April 30, 2001, judgment is entered in favor of the Plaintiff and against the Defendant, and damages are assessed as above, in the sum of \$8767.82, with interest from May 1, 2001, and provisions for Attorney collection fee and costs of suit.



Prothonotary

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

DEVELOPAC, INC., d/b/a :
COLDWELL BANKER DEVELOPAC :
REALTY, : No.
Plaintiff, :
vs. :
SARA C. NASH, :
Defendant. :

COMPLAINT FOR CONFESSION OF JUDGMENT FOR MONEY – NOTE

Plaintiff files this Complaint pursuant to Pa.R.C.P. No. 2951(b) for judgment by confession and avers the following:

1. The Plaintiff is DEVELOPAC, INC., d/b/a COLDWELL BANKER DEVELOPAC REALTY, a Pennsylvania corporation with offices located at 996 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, SARA C. NASH, is an individual who resides at 714 Fifth Avenue, Brockway, Jefferson County, Pennsylvania 15824.
3. Attached as Exhibit "A" is the original instrument authorizing confession duly executed by Defendant.
4. The attached instrument has not been assigned.
5. Judgment has not been entered in any jurisdiction on the attached instrument authorizing confession.

6. Default was made by the Defendant in the payment of the installment of \$222.31, due on December 1, 1999, and in the payment of all subsequent installments, whereby under the instrument the entire sum is in default and immediately payable.

7. Consequently, the Defendant is liable to Plaintiff as follows:

Unpaid balance of instrument	\$7519.54
Interest from 12/01/99	\$1248.28
Subtotal	\$8767.82
Attorney's 10% collection fee to 5/1/2001	\$ 876.78
Total	\$9644.60

WHEREFORE, Plaintiff demands judgment in the sum of \$9644.60 as authorized by the warrant of attorney appearing in the attached instrument.



Anthony S. Guido, Esq.
Attorney for Plaintiff

VERIFICATION

I, JOSEPH VARACALLO, President of DEVELOPAC, INC., d/b/a COLDWELL BANKER DEVELOPAC REALTY, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of Pa.Cons. Stat. Section 4904 relating to unsworn falsification to authorities.

DATE: 4-26-01



Joseph Varacallo

NOTE

PAYMENT AGREEMENT

\$ 8,003.16

August 26, 1999

The Undersigned, Sara C. Nash, promises to pay in 36 monthly payments, to the order of Developac, Inc. d/b/a Coldwell Banker Developac Realty, the sum of \$8,003.16 together with interest thereon at the rate of Zero Percent (0%) per annum, payable semi-annually. There will be no interest charged on the amount due as long as every payment is received by the first day of each month. The monthly payment of \$222.31 will be due on the first day of each month beginning December 1¹⁹⁹⁹, and each month thereafter until the entire amount has been paid in full. If payments are not made according to this schedule, interest will accrue at the rate of the National Prime Rate plus 2% and the monthly payment will be increased to include the accrued interest. If two consecutive months' payments are not received, the entire outstanding balance will become due and payable immediately with interest at the National Prime Rate plus 2%. The referral fee due Sara Nash on the Foltz property will be applied to the first payment.

The Undersigned authorizes the Prothonotary or any attorney of any court of record, to appear for and confess judgment against Undersigned for all amounts due hereunder, with or without declaration, with costs of suit, without stay of execution and with an attorney's fee of 10%, and releases all errors in connection with such action, and Undersigned waives all right of stay or exemption of any real estate from execution or extension of time of payment which may be given by any Act of Assembly or Rule of Civil Procedure now or hereafter in force and agrees that any such real estate may be sold on a writ execution forthwith.

Sara Nash

SARA NASH

WITNESS:

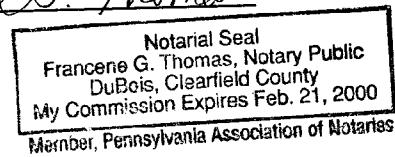
Frances G. Thomas

COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF CLEARFIELD)

On this the 14 day of September, 1999, before me
Marcene Thomas, the undersigned officer, personally appeared
Jara Nash,
known to me (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument, and acknowledges that she
executed the same for the purposes therein contained.

In witness whereof, I hereunto set me hand and official seals.

Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :
:

**AFFIDAVIT THAT TRANSACTION DOES NOT ARISE
FROM A RETAIL INSTALLMENT SALE, CONTRACT
OR ACCOUNT**

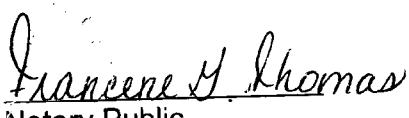
I, JOSEPH VARACALLO, being duly sworn according to law, depose and
say that:

1. I am President of DEVELOPAC, INC., d/b/a COLDWELL BANKER DEVELOPAC REALTY, which is the Plaintiff in this action and am authorized to make this Affidavit on its behalf.
2. The transaction upon which the Judgment is being entered does not arise from a retail or installment sale, contract or account.

DATED: April 26, 2000


Joseph Varacallo

Sworn to and subscribed
before me this 26 day
of April, 2001.


Francene G. Thomas

Notary Public

Notarial Seal
Francene G. Thomas, Notary Public
DuBois, Clearfield County
My Commission Expires Feb. 21, 2004
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :
:

AFFIDAVIT OF BUSINESS TRANSACTION

I, JOSEPH VARACALLO, being duly sworn according to law, depose and state that:

1. I am President of DEVELOPAC, INC., d/b/a COLDWELL BANKER DEVELOPAC REALTY, the Plaintiff in this action, and am authorized to make this Affidavit on its behalf.
2. The transaction upon which the Judgment is being entered is a business transaction.

DATED: 4-26-01



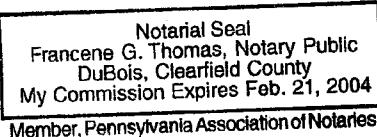
Joseph Varacallo

Sworn to and subscribed
before me this 26 day
of April, 2001.



Francene G. Thomas

Notary Public



FILED

APR 30 2001

11:10:50 AM

William A. Shaw

Prothonotary

PP

20-

CBR TO ATT

+

DEPT

