

02-1079-CD  
Wilmington Trust Co vs Douglas Hess

02

02-1079-CD  
WILMINGTTON TRUST COMPANY -vs- DOUGLAS HESS

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

WILMINGTON TRUST COMPANY  
Plaintiff  
VS

DOUGLAS HESS  
Defendant

NO. 09-1079-CD

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.

Court Administrator  
CLEARFIELD County Courthouse  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

FILED

JUL 11 2002

for m/331/atty Park  
William A. Shaw pd 80.00  
Prothonotary  
Ic Sherry

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

WILMINGTON TRUST COMPANY	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	
VS.	:	
DOUGLAS HESS	:	
Defendant	:	NO.

CIVIL ACTION

1. Plaintiff is Wilmington Trust Company, a corporation with a principal place of business at P. O. Box 8990, Wilmington, DE 19899.

2. Defendant is Douglas Hess, an adult individual with a residence at 303 South Avenue, Dubois, PA 15801.

3. At the request of the defendants, plaintiff issued the defendant and Installment Loan number 86393050 subject to the terms of the Loan Application. A true and correct copy of the Loan application is attached hereto, made a part hereof and marked Exhibit "A".

4. Defendants' obligation is based on a subsisting debt was in writing and arises from a pre-existing account.

5. Defendant is liable to plaintiff on this account as an Account Stated.

6. Defendant has failed to make payments as they became due under the terms of the Installment Loan Note. A true and

correct copy of the Installment Loan Note is attached hereto, made a part hereof and marked Exhibit "B".

7. Defendant is in default of the terms of the Installment Loan Note in the amount of \$4,100.00 less payments. Plaintiff is entitled to interest in the rate of 13.00% per annum from July 22, 1998 to the date of judgment.

8. Pursuant to the terms of the Installment Loan Note, Plaintiff is entitled to a reasonable attorney's fee and Plaintiff will incur an attorney's fee in the sum of \$500.00.

Count II

9. Plaintiff is Wilmington Trust Company, a corporation with a principal place of business at P. O. Box 8990, Wilmington, DE 19899.

10. Defendant is Douglas Hess, an adult individual with a residence at 303 South Ave., Dubois, PA 15801.

11. At the request of the defendants, plaintiff issued the defendant an Installment Loan number 86363461 subject to the terms of the Loan Application. A true and correct copy of the Loan application is attached hereto, made a part hereof and marked Exhibit "C".

12. Defendants' obligation is based on a subsisting debt was in writing and arises from a pre-existing account.

13. Defendant is liable to plaintiff on this account as an Account Stated.

14. Defendant has failed to make payments as they became due under the terms of the Installment Loan Note. A true and correct copy of the Installment Loan Note is attached hereto, made a part hereof and marked Exhibit "D".

15. Defendant is in default of the terms of the Installment Loan Note in the amount of \$2,500.00 less payments. Plaintiff is entitled to interest in the rate of 13.00% per annum from July 22, 1998 to the date of judgment.

16. Pursuant to the terms of the Installment Loan Note, Plaintiff is entitled to a reasonable attorney's fee and Plaintiff will incur an attorney's fee in the sum of \$820.00.

Count III

17. Plaintiff realleges each and every allegation contained in paragraphs 1 through 9 of this Complaint and incorporates them herein by referenced as if the same were set forth at length.

18. The defendant received a monetary benefit of \$6,600.00 less payments which was in fact appreciated by the defendant.

19. By virtue of the circumstances surrounding the request for plaintiff's loan by, the completion of a loan application, the defendant knowingly requested and voluntarily accepted the benefits bestowed.

20. 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.

21. In accordance with the law there is interest due at the rate of 6.00% per annum from July 22, 1998.

WHEREFORE, plaintiff, Wilmington Trust Company, demands Judgment against the defendant, Douglas Hess in the sum of \$6,600.00 less payments plus interest at the rate of 6.00% from July 22, 1998. and costs of this action.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK

## Loan Application

WILMINGTON  
TRUST

(Oct. 25th)

42 800-1197

## Check Appropriate Box

Important: Read these directions before this Application.

If this is an application for an individual account using on your own income or assets and not the income or assets of another person as the basis of repayment of the credit requested, complete only Sections A,C and D and sign this application.

If this is an application for a joint account or an account that you and another person will use, complete all Sections, and both parties should sign this application.

Date 9-9-96	Branch No. 30	Amount Requested 4,100	Proposed of Credit To Be Used For Consolidation	Account No.
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## Section A — Applicant

Full Name Dwight Hay	Birth Date 3-5-74	Social Security No. 184-66-3656	No. of Dependents 1
Home Address 21-1 North St. #2, Wilmington, De 19962	Years There 3 yrs	Home Phone No. 398-9082	
Own Rent/Mortgage Monthly Payments \$ 435	II Owned II Jointly II Solely S	Mortgage II Jointly II Solely Auto Owned II Solely	
Former Address 110 East Holly Street, Newark, DE 19960	Years There 0 yrs	Business Phone No. 434-1441	
Employer Doris Bowes & Friend	Address Occupation/Bank/Rate Unemployed	Years There 2 yrs	
Former Employer Carl King Taxes - Milton	Address Occupation	Years There	
Bank With WTC	Office Checking No Savings No.	Dr. Lic. No.	Net Take Home \$ 2589.40M
Other Income: Income from alimony, child support, or separate maintenance payments need not be revealed if you do not choose to have it considered as a basis for repaying this obligation	Source of Other Income		
Name of Nearest Relative Not Living With You Patricia Hay	Are You Obligated to Make Mo. Alimony, Child Support or Maintenance Payments? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of Relative 110 East Holly Street, Newark, DE 19960	Relationship Mother	Home Phone No. 492-3883	

## Section B — Co-Applicant

Full Name	Birth Date	Social Security No	No. of Dependents
Home Address	Street/City/State/Zip	Home Phone No	Business Phone No.
Employer	Address	Occupation	Years There
Former Employer	Address	Occupation	Years There
Bank With	Office Checking No Savings No.	Dr. Lic. No.	Net Take Home \$
Other income: Income from alimony, child support or separate maintenance payments need not be revealed if you do not choose to have it considered as a basis for repaying this obligation	Source of other income		
Name of Nearest Relative Not Living With You	Are You Obligated to Make Mo. Alimony, Child Support or Maintenance Payments? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of Relative	Relationship	Home Phone No.	

## Section C — Credit Experience — Applicant and Co-Applicant

Current obligations including banks, finance co., dept. stores and credit cards indicate debts of applicant with "A" and debts of co-applicant with "B" indicate debts on which both are jointly obligated with "J"	A	B	Original Amount	Balance or Date Paid	Monthly Payment
Auto Make Ford T-B 1990	Yr. Model	Where Financed			
Creditor Name Wesley's Books -	Account No.				168.00

## Installment Loan Note

Type

0 0 1 0

WILMINGTON  
TRUST  
86393050

MILFORD

Branch

0 3 0

SEPTEMBER 1, 1996

7  
6  
8

For Value Received, the Undersigned borrower (jointly and individually if more than one) promises to pay to the order of **Wilmington Trust Company, Wilmington, Delaware** (hereinafter called the "Bank") at any of its Banking Offices in Delaware, in equal monthly installments except for the last, the sum of **Four Thousand One Hundred and 00/100 Dollars (\$ 4,100.00)** with interest at the daily rate of **03582** of one percent (1%).

## Federal Truth-In-Lending Disclosures - Itemization of Amount Financed

1. Loan Proceeds	\$ 4,100.00	4. Other Charges:	\$ 0.00
by <input checked="" type="checkbox"/> check <input type="checkbox"/> deposit		a) Recording Fees	\$ 0.00
#		b)	\$ 0.00
2. Prev. Loan Balance(s) Paid	\$ 0.00	c)	\$ 0.00
#	\$ 0.00	□ Paid Cash \$	\$ 0.00
#	\$ 0.00	□ Financed \$	
#	\$ 0.00		
3. Sub-Total: (1+2) .....	\$ 4,100.00	5. Insurance:	
		a) Credit Life	\$ .00
		b) Credit A & H	\$ .00
		c) Property	\$ 0.00
		□ Paid Cash \$	\$ 0.00
		□ Financed \$	\$ 4,100.00
		6. Amount Financed (3+4+5) \$	\$ 4,100.00

Annual Percentage Rate	This cost of your credit as a yearly rate	Finance Charge	The dollar amount the credit will cost you.	Amount Financed	The amount of credit provided to you or on your behalf.	Total of Payments	The amount you will have paid when you have made all scheduled payments.
13.000%		\$ 1,054.24		\$ 4,100.00		\$ 5,154.24	

Your payment schedule will be:

Number of Payments	Amount of Payment	When Payments Are Due
42	\$ 122.72	Monthly beginning October 25, 1996

Credit Life and/or Accident and Health Insurance Is Not Required but may be available through Bank for the above scheduled term of the credit transaction described herein at the cost in items 5a and 5b above and in accordance with the terms and conditions set forth in the certificate of insurance as issued.

Single Credit Life Insurance at \$ 0.00 for a term of \_\_\_\_\_ months from date of transaction (must be under 65).  
 Joint Credit Life Insurance at \$ 0.00 for a term of \_\_\_\_\_ months from date of transaction (both must be under 65).  
 Single Credit Disability Insurance at \$ .00 for a term of \_\_\_\_\_ months from date of transaction (must be under 65).

(Signature of Buyer to be insured) (Date) (Signature of Co-Buyer to be insured) (Date)

Property Insurance if written in connection with this Note, may be obtained by borrower through any person of his choice. If borrower desires property insurance to be obtained through Bank, the Cost will be \$ 0.00 for the term of \_\_\_\_\_ months from the date hereof. Wilmington Trust must be named as loss payee.

Security: You are giving a security interest in,  the goods or property being purchased,  Other (brief description) \_\_\_\_\_

Collateral securing other loans with us may also secure this loan.

Filing Fees: \$ 0.00

Late Charge: In the event that any installment remains unpaid for (10) days after becoming due hereunder, an additional charge of \$5.00 or five percent (5%) of the amount of that installment, whichever is greater, shall thereupon be due and payable to the Bank.

Prepayment: If you pay off early, you will not have to pay a penalty.

(e) means estimate

The amount of the final installment assumes that all installments will be paid on their respective due dates. Early payments will reduce this amount and late payments will increase it. Any interest accrued by reason of late payments shall be payable in addition to and with the last scheduled installment hereunder. Monthly payments will be applied first to late charges (if any) then to interest accrued to date of receipt and the balance in reduction of the Amount Financed. If any installment shall remain unpaid for a period of fifteen (15) days the entire unpaid balance may be declared due and payable.

The Undersigned grants Bank the right to charge to Undersigned's deposit account(s) with Bank any sum or sums due and owing hereunder.

The Undersigned further promises to reimburse Bank promptly for all costs and expenses including reasonable attorney's fees, pursuant to 5 Del. C. §951, incurred by the Bank in collecting or enforcing this note or realizing upon any collateral after default.

Bank may, at any time, whether before or after default, and without in any way releasing or discharging any parties primarily or secondarily liable hereunder, grant extensions of time for the payment of this note; release any collateral now or hereafter held by Bank or demand and receive additional security for the note; compound with any party primarily or secondarily liable on this note or upon any collateral securing same; modify the terms or conditions at any time pertaining to the note, which do not increase the unpaid principal amount thereof; or waive or invoke any rights available to Bank in connection therewith.

The Undersigned and all endorsers and guarantors hereof, and each of them, waives demand, presentment, protest and notice of nonpayment hereof. Further, the Undersigned acknowledges receipt on the date hereof of a completed copy of this Note.

This Agreement shall be governed by the laws of the State of Delaware — specifically including Sub Chapter III of Chapter 9, Title 5, Delaware Code.

2-1 NORTH ST

  
DOUGLAS HESS

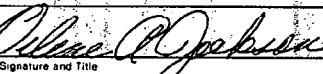
(Seal)

(Seal)

HARRINGTON DE 19952 FF 00000

(Seal)

Address:

Witness:   
Loan Officer's Signature and Title

(Seal)

FM-0350 R 2/92

EXHIBIT **B**

## Loan Application

WILMINGTON  
TRUSTCoupon Book  
34rs 15<sup>th</sup> month

## Check Appropriate Box

Important: Read these directions before filling out this Application.

TREY TOWNSEN  
186363461

If this is an application for an individual account relying on your own income or assets and not the income of another person as the basis of repayment of the credit requested complete only Sections A, C, and D and sign this application.

If this is an application for a joint account or an account that you and another person will use, complete all Sections, and both parties should sign this application.

Date 8/9/96	Branch No. 30	Amount Requested \$2500	Purpose of Credit To Be Used For Computer	Account No. 86363461
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## Section A — Applicant

Full Name Doris Hess		Birth Date 3/6/77	Social Security No 134 66 3656	No of Dependents
Home Address 2-1 4th St Wilmington Del 19952		Years There 6 mos	Home Phone No 398-9082	
Own Rent Payments \$425	Own/Mortgage Payments \$425	Value of Home \$	Mortgage Savvy	Auto Owned Savvy
Former Address 110 E Holly Dr Lincoln Del 19960		Years There 6	Business Phone No 4124-1421	
Employer Cavis, Bowlin & Friedel		Address Address	Occupation/Rank/Rate dayorman	Years There 2
Former Employer		Occupation		
Bank With WTC		Office Checking No Savings No	Dr. Lic. No 103 8860	Net Take Home \$25,000/yr.
Other Income Income from alimony, child support, or separate maintenance payments need not be revealed if you do not choose to have it considered as a basis for repaying this obligation			Source of Other Income	
Name of Nearest Relative Not Living With You Patricia Hess		Are You Obligated to Make Mo. Alimony, Child Support or Maintenance Payments? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Address of Relative 110 E Holly Dr Lincoln Del.		Relationship Mother		Home Phone No 423-3283

## Section B — Co-Applicant

Full Name		Birth Date	Social Security No	No of Dependents
Home Address		Home Phone No Business Phone No		
Employer		Occupation Years There		
Former Employer		Occupation Years There		
Bank With		Office Checking No Savings No	Dr. Lic. No	Net Take Home \$
Other Income Income from alimony, child support or separate maintenance payments need not be revealed if you do not choose to have it considered as a basis for repaying this obligation			Source of other income	
Name of Nearest Relative Not Living With You		Are You Obligated to Make Mo. Alimony, Child Support or Maintenance Payments? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Address of Relative		Relationship		Home Phone No

## Section C — Credit Experience — Applicant and Co-Applicant

Current obligations including banks, finance co., dept. stores and credit card debts of applicant with 'A' and debts of co-applicant with 'B' indicate debts on which both are jointly obligated with 'J'		A B J	Original Amount	Balance or Date Paid	Monthly Payment
Auto Make Yr /Model		Where Financed			
Creditor Name		Account No			



## Installment Loan Note

Type

100100


  
WILMINGTON  
TRUST  
86363461

MILFORD

Branch

0 3 0

AUGUST 12 19 96

For Value Received, the Undersigned borrower (jointly and individually if more than one) promises to pay to the order of **Wilmington Trust Company, Wilmington, Delaware** (hereinafter called the "Bank") at any of its Banking Offices in Delaware, in equal monthly installments except for the last, the sum of Two thousand Five Hundred and 00/100 **Dollars (\$ 2,500.00)** with interest at the daily rate of 03562 of one percent (1%).

## Federal Truth-In-Lending Disclosures - Itemization of Amount Financed

1. Loan Proceeds	\$ 2,500.00	4. Other Charges:	
by <input type="checkbox"/> check <input checked="" type="checkbox"/> deposit		a) Recording Fees	\$ 0.00
# <u>26501636</u>		b)	\$ 0.00
2. Prev. Loan Balance(s) Paid	\$ 0.00	c)	\$ 0.00
# <u>                  </u> \$ <u>0.00</u>		<input type="checkbox"/> Paid Cash \$ <u>0.00</u>	<input type="checkbox"/> Financed \$ <u>                  </u>
# <u>                  </u> \$ <u>0.00</u>		5. Insurance:	
# <u>                  </u> \$ <u>0.00</u>		a) Credit Life	\$ <u>00</u>
3. Sub-Total (1+2) .....	\$ 2,500.00	b) Credit A & H	\$ <u>00</u>
		c) Property	\$ <u>00</u>
		<input type="checkbox"/> Paid Cash \$ <u>0.00</u>	<input type="checkbox"/> Financed \$ <u>                  </u>
		6. Amount Financed (3+4+5) <input type="checkbox"/> Financed <input checked="" type="checkbox"/> \$ <u>2,500.00</u>	

Annual Percentage Rate	The cost of your credit as a yearly rate	Finance Charge	The dollar amount the credit will cost you.	Amount Financed	The amount of credit provided to you or on your behalf.	Total of Payments	The amount you will have paid when you have made all scheduled payments.
13.000 %	\$ 536.60			\$ 2,500.00		\$ 3,036.60	

Your payment schedule will be:

Number of Payments	Amount of Payment	When Payments Are Due
36	\$84.35	Monthly beginning <u>September 15, 1996</u>

Credit Life and/or Accident and Health Insurance Is Not Required but may be available through Bank for the above scheduled term of the credit transaction described herein at the cost in items 5a and 5b above and in accordance with the terms and conditions set forth in the certificate of insurance as issued.

Single Credit Life Insurance at \$ 0.00 for a term of                    months from date of transaction (must be under 65).  
 Joint Credit Life Insurance at \$ 0.00 for a term of                    months from date of transaction (both must be under 65).  
 Single Credit Disability Insurance at \$ 00 for a term of                    months from date of transaction (must be under 65).

(Signature of Buyer to be insured) (Date) (Signature of Co-Buyer to be insured) (Date) \* (Sign here only if Joint Credit Life Insurance is checked above).

Property Insurance if written in connection with this Note, may be obtained by borrower through any person of his choice. If borrower desires property insurance to be obtained through Bank, the Cost will be \$ 0.00 for the term of                    months from the date hereof. Wilmington Trust must be named as loss payee.

Security: You are giving a security interest in,  the goods or property being purchased,  Other (brief description) \_\_\_\_\_

Collateral securing other loans with us may also secure this loan.

Filing Fees: \$ 0.00

Late Charge: In the event that any installment remains unpaid for (10) days after becoming due hereunder, an additional charge of \$5.00 or five percent (5%) of the amount of that installment, whichever is greater, shall thereupon be due and payable to the Bank.

Prepayment: If you pay off early, you will not have to pay a penalty.

(e) means estimate

The amount of the final installment assumes that all installments will be paid on their respective due dates. Early payments will reduce this amount and late payments will increase it. Any interest accrued by reason of late payments shall be payable in addition to and with the last scheduled installment hereunder. Monthly payments will be applied first to late charges (if any) then to interest accrued to date of receipt and the balance in reduction of the Amount Financed. If any installment shall remain unpaid for a period of fifteen (15) days the entire unpaid balance may be declared due and payable.

The Undersigned grants Bank the right to charge to Undersigned's deposit account(s) with Bank any sum or sums due and owing hereunder.

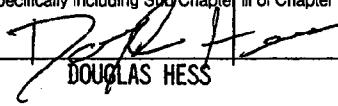
The Undersigned further promises to reimburse Bank promptly for all costs and expenses including reasonable attorney's fees, pursuant to 5 Del. C. §951, incurred by the Bank in collecting or enforcing this note or realizing upon any collateral after default.

Bank may, at any time, whether before or after default, and without in any way releasing or discharging any parties primarily or secondarily liable hereunder: grant extensions of time for the payment of this note; release any collateral now or hereafter held by Bank or demand and receive additional security for the note; compound with any party primarily or secondarily liable on this note or upon any collateral securing same; modify the terms or conditions at any time pertaining to the note which do not increase the unpaid principal amount thereof; or waive or invoke any rights available to Bank in connection therewith.

The Undersigned and all endorsers and guarantors hereof, and each of them, waives demand, presentment, protest and notice of nonpayment hereof. Further, the Undersigned acknowledges receipt on the date hereof of a completed copy of this Note.

This Agreement shall be governed by the laws of the State of Delaware -- specifically including SubChapter III of Chapter 9, Title 5, Delaware Code.

2-1 NORTH ST



(Seal)

(Seal)

Address HARRINGTON OF 19952 FF 00000

(Seal)

Witness: Bruce Rose

(Seal)

Loan Officer's Signature and Title

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12787

WILMINGTON TRUST COMPANY

02-1079-CD

VS.

HESS, DOUGLAS

**COMPLAINT**

**SHERIFF RETURNS**

**NOW JULY 29, 2002 AT 9:45 AM DST SERVED THE WITHIN COMPLAINT ON  
DOUGLAS HESS, DEFENDANT AT RESIDENCE, 303 SOUTH AVE., DUBOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA HESS, WIFE  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.**

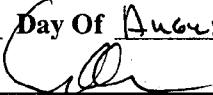
**SERVED BY: COUDRIET/RYEN**

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**Return Costs**

Cost	Description
35.35	SHFF, HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**Sworn to Before Me This**

26 Day Of August 2002  


WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED** 

**AUG 26 2002**

William A. Shaw  
Prothonotary

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 E. State Street  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF  
86363461

**CLEARFIELD COUNTY COURT OF COMMON PLEAS**

WILMINGTON TRUST COMPANY  
Plaintiff

VS

DOUGLAS HESS

Defendant

NO. 021079CD

**FILED**

SEP 18 2002

William A. Shaw  
Prothonotary

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	\$6,600.00
ATTORNEY FEES	\$1,320.00
PLUS ACCRUED INTEREST	\$1,171.08
LESS PAYMENTS	\$ .00
 TOTAL	 \$9,091.08
	PLUS 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 Praeclipe 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 Praeclipe. 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".

  
\_\_\_\_\_  
VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney for the Plaintiff

AND NOW, September 18, 2003, 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, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 E. State Street  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF

**CLEARFIELD COUNTY COURT OF COMMON PLEAS**

WILMINGTON TRUST COMPANY  
Plaintiff

VS  
DOUGLAS HESS

Defendant

NO. 021079CD

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

TO: DOUGLAS HESS  
303 SOUTH AVENUE  
DUBOIS PA 15801

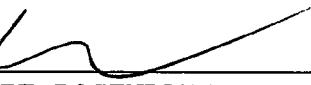
DATE OF NOTICE: 8/30/02

**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.

Lawyer Reference Service  
CLEARFIELD County Bar Association  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

PARK LAW ASSOCIATES

BY: 

VALERIE ROSENBLUTH PARK, ESQ.

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

**EXHIBIT A**

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

**CLEARFIELD COUNTY COURT OF COMMON PLEAS**

WILMINGTON TRUST COMPANY  
Plaintiff

VS

DOUGLAS HESS  
Defendant

NO. 021079CD

**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 DOUGLAS HESS, Defendant is over 21 years of age; that his/her place of residence/business is located at 303 SOUTH AVENUE, DUBOIS PA 15801 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, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 E. State Street  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF

**CLEARFIELD COUNTY COURT OF COMMON PLEAS**

WILMINGTON TRUST COMPANY  
Plaintiff

VS

DOUGLAS HESS  
Defendant

NO. 021079CD

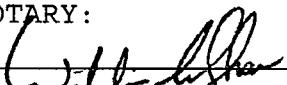
**NOTICE**

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:



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

**COPY**

Wilmington Trust Company  
Plaintiff(s)

No.: 2002-01079-CD

Real Debt: \$9,091.08

Atty's Comm:

Vs.

Costs: \$

Int. From:

Douglas Hess  
Defendant(s)

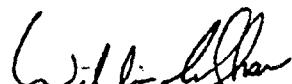
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 18, 2002

Expires: September 18, 2007

Certified from the record this 18th of September, 2002



\_\_\_\_\_  
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

**FILED**

PA SEP 18 2002

M134 Belkett Park pd 30.00  
William A. Shaw  
Prothonotary

Notice to Dsg.  
Statement to City Park