

2003-221-CD
COUNTY NATIONAL BANK VS JEFFREY A. CAPATCH ETAL

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

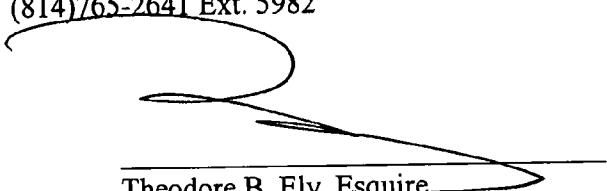
: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 03-221-CD

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 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 other 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 S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

FILED

FEB 19 2003

William A. Shaw
Prothonotary

COUNTY NATIONAL BANK, a	:	IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation,	:	
Plaintiff	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	CIVIL DIVISION - LAW
	:	
JEFFREY A. CAPATCH and MICHELLE	:	
A. CUPP,	:	
Defendants	:	NO.

COMPLAINT

AND NOW, comes the plaintiff, County National Bank, by and through its attorneys, Ely & Smith, and files the following Complaint:

1. The plaintiff, County National Bank, is a corporation, organized and existing under the Laws of the State of Pennsylvania, with a principal place of business at P.O. Box 42, Clearfield, PA 16830.
2. The defendants, Jeffery A. Capatch and Michelle A. Cupp, are adult individuals presently residing at 710 Milford Street, Clearfield, PA 16830-1050.
3. On or about the 2nd day of April, 1999, the defendants, Jeffery A. Capatch and Michelle A. Cupp, entered into a Motor Vehicle sales Finance Agreement with County National Bank, a copy of said Motor Vehicle sales Finance Agreement is attached hereto and incorporated herein by reference as Exhibit "A".
4. By accepting a 1989 Dodge Caravan, defendants agreed to be bound by the terms and conditions of the Motor Vehicle sales Finance Agreement.
5. Defendants are in default of the Motor Vehicle sales Finance Agreement by failing to make payments when due and, as of the 13th day of March 2000, defendants are indebted to plaintiff in the principal amount of \$6,640.91.

6. Plaintiff, after date set forth in paragraph 5, regularly sent statements to defendants which were received by the defendants without exception so as to constitute an account stated.

7. Despite numerous demands for payment, defendants have steadfastly failed and refused to pay plaintiff the total amount due and owing of \$6,640.91.

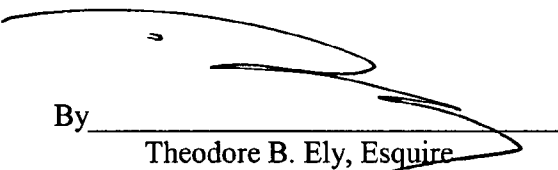
8. Plaintiff has performed any and all conditions precedent to recovery.

WHEREFORE, plaintiff demands judgment against the defendants, Jeffrey A. Capatch and Michelle A. Cupp, in the amount of \$6,640.91 together with interest at the rate of 6% per annum from March 13, 2000 and costs of suit.

Respectfully Submitted,

ELY & SMITH

By



Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814)455-1381

TRIAL BY JURY OF
TWELVE IS DEMANDED

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

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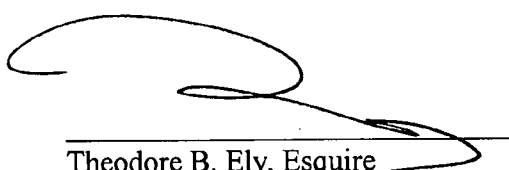
AFFIDAVIT

STATE OF PENNSYLVANIA

ss.

COUNTY OF ERIE

Theodore B. Ely, Esquire being duly sworn according to law, deposes and says that he is the attorney for the plaintiff, County National Bank, that the plaintiff has its principal place of business outside the jurisdiction of the Court of Common Pleas of Erie County, Pennsylvania, and that the facts set forth in the foregoing complaint are true and correct to his information, knowledge and belief, said information, knowledge and belief being based on facts and information being supplied to him by the plaintiff. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Theodore B. Ely, Esquire
Attorneys for the Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

CNB COUNTY NATIONAL BANK CLEARFIELD, PA LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	<u>Jeffrey Capatch</u> <u>Michelle Capp</u> <u>715 Millard Street</u> <u>Clearfield PA 16830</u> BORROWER'S NAME AND ADDRESS	Loan Number <u>362608#3</u> Date <u>4-1-99</u> Maturity Date Loan Amount \$ <u>5981.07</u> Renewal Of
	TERMS FOLLOWING A <input checked="" type="checkbox"/> APPLY ONLY IF CHECKED NOTE - For value received, I promise to pay to you or your order, at your address above, the principal sum of <u>two hundred forty-seven</u> Dollars \$ <u>6247.41</u> plus interest from <u>4-2-99</u> at the rate of <u>11.25</u> % per year until <u>4-17-2002</u> <input type="checkbox"/> ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ _____, and it will be <input type="checkbox"/> paid in cash. <input type="checkbox"/> paid pro rata over the loan term. <input type="checkbox"/> withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.) PAYMENT - I will pay this note as follows: (a) <input type="checkbox"/> Interest due: Principal due: (b) <input checked="" type="checkbox"/> This note has <u>36</u> payments. The first payment will be in the amount of \$ <u>207.82</u> and will be due <u>5-17-99</u> A payment of \$ <u>207.82</u> will be due on the <u>17</u> day of each <u>month</u> thereafter. The final payment of the entire unpaid balance of principal and interest will be due <u>4-17-2002</u> INTEREST - Interest accrues on an <u>actual 365/366 day</u> basis. <input type="checkbox"/> MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ _____ if I pay this loan off before you have earned that much in finance charges. <input checked="" type="checkbox"/> LATE CHARGE - I agree to pay a late charge on any installment or payment made more than <u>15</u> days after it is due equal to <u>10</u> % of the unpaid amount, or \$ <u>20.00</u> , whichever is <u>greater</u> . SECURITY - You have certain rights that may affect my property as explained on page 2. This loan <input checked="" type="checkbox"/> is <input type="checkbox"/> is not further secured. (a) <input type="checkbox"/> This loan is secured by _____, dated _____ (b) <input type="checkbox"/> Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.	

"89" Dodge Cam Van
 LV 400600
 This Property will be used for _____ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>11.750%</u>	FINANCE CHARGE The dollar amount the credit will cost me. <u>\$1234.11</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf. <u>\$6247.41</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. <u>\$7481.52</u>	I have the right to receive at this time an itemization of the Amount Financed. YES - I want an itemization. <input checked="" type="checkbox"/> NO - I do not want an itemization.
---	--	---	---	---

My Payment Schedule will be:
 Number of Payments 36 Amount of Payments \$207.82 When Payments Are Due each month beginning 5-17-99
 \$ _____
 \$ _____
 \$ _____
 \$ _____

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Security - I am giving a security interest in: ☐ (brief description of other property)
☒ the goods or property being purchased.
☒ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you. ☐ Required Deposit - The annual percentage rate does not take into account my required deposit.
 Prepayment - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.
☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.
☒ Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or \$ 20.00, whichever is greater.
☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type	Premium	Term
Credit Life		
Credit Disability	<u>266.34</u>	<u>36 m.</u>
Joint Credit Life		

Name of Insurer US Credit Life

☐ do ☒ do not want credit life insurance.

☐ do ☒ do not want credit disability insurance.

☐ do ☒ do not want joint credit life insurance.

☐ do ☒ do not want _____ insurance.

Michelle A. Capp DOB 7-26-62

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

Signed Michelle A. Capp (Optional) For Lender

Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ _____

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ 362608#1

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ 266.34

to Public Officials \$ _____

7121 2636 1050 8280 \$ 337.93

(less) PREPAID FINANCE CHARGE(S) \$ _____

Amount Financed \$ 6247.41

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature _____

Signature Michelle A. Capp

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT

© 1991, 1998 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form NOAS-S4-PA 3/15/95 CUSTOMIZED

CONSUMER LOAN - NOT FOR OPEN-END CREDIT

(page 1 of 2)

PLAINTIFF'S EXHIBIT

A

FILED

~~FILED~~ Atty. Elly

pd. 85.08

FEB 19 2003

2cc shff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania
COUNTY NATIONAL BANK
VS.
CAPATCH, JEFFREY A. & MICHELLE A. CUPP
COMPLAINT

Sheriff Docket # 13692
03-221-CD

SHERIFF RETURNS

NOW MARCH 10, 2003 AT 9:13 AM SERVED THE WITHIN COMPLAINT ON MICHELLE A. CUPP, DEFENDANT AT RESDIENCE, 710 MILFORD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE A. CUPP A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MCCLEARY

NOW MAY 20, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO JEFFREY A. CAPATCH, DEFENDANT. DEFENDANT IS DECEASED.

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATT CK# 23983
20.00	SURCHARGE PAID BY: ATTY CK# 23984

FILED

MAY 21 2003
0/11:45 a.m.
William A. Shaw
Prothonotary

Sworn to Before Me This

16th Day Of May 2003
William A. Shaw

So Answers, *no cc* *ERB*

Chester A. Hawkins
My Marked Name
Chester A. Hawkins
Sheriff

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

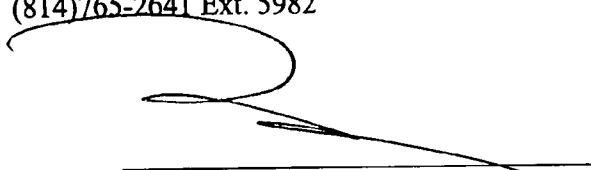
: IN THE COURT OF COMMON PLEAS
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David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

FEB 10 2003

Attest.


Clerk of Courts

COUNTY NATIONAL BANK, a	:	IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation,	:	
Plaintiff	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	CIVIL DIVISION - LAW
	:	
JEFFREY A. CAPATCH and MICHELLE	:	
A. CUPP,	:	
Defendants	:	NO.

COMPLAINT

AND NOW, comes the plaintiff, County National Bank, by and through its attorneys, Ely & Smith, and files the following Complaint:

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4. By accepting a 1989 Dodge Caravan, defendants agreed to be bound by the terms and conditions of the Motor Vehicle sales Finance Agreement.

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6. Plaintiff, after date set forth in paragraph 5, regularly sent statements to defendants which were received by the defendants without exception so as to constitute an account stated.

7. Despite numerous demands for payment, defendants have steadfastly failed and refused to pay plaintiff the total amount due and owing of \$6,640.91.

8. Plaintiff has performed any and all conditions precedent to recovery.

WHEREFORE, plaintiff demands judgment against the defendants, Jeffrey A. Capatch and Michelle A. Cupp, in the amount of \$6,640.91 together with interest at the rate of 6% per annum from March 13, 2000 and costs of suit.

Respectfully Submitted,

ELY & SMITH

By 

Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501
(814)455-1381

TRIAL BY JURY OF
TWELVE IS DEMANDED

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

: IN THE COURT OF COMMON PLEAS
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: OF CLEARFIELD COUNTY, PENNSYLVANIA
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: CIVIL DIVISION - LAW
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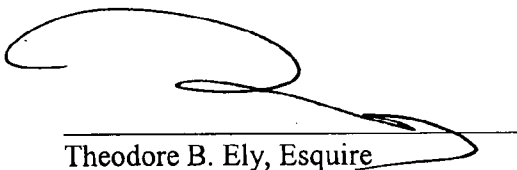
AFFIDAVIT

STATE OF PENNSYLVANIA

ss.

COUNTY OF ERIE

Theodore B. Ely, Esquire being duly sworn according to law, deposes and says that he is the attorney for the plaintiff, County National Bank, that the plaintiff has its principal place of business outside the jurisdiction of the Court of Common Pleas of Erie County, Pennsylvania, and that the facts set forth in the foregoing complaint are true and correct to his information, knowledge and belief, said information, knowledge and belief being based on facts and information being supplied to him by the plaintiff. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Theodore B. Ely, Esquire
Attorneys for the Plaintiff
23 West Tenth Street
Erie, PA 16501
(814) 455-1381
PA Supreme Court ID 15597

CNB
COUNTY NATIONAL BANK
 CLEARFIELD, PA
 LENDER'S NAME AND ADDRESS
 "You" means the Lender, its successors and assigns.

Jeffrey Capatch
Michelle Capp
710 Milford Street
Clearfield PA 16830
 BORROWER'S NAME AND ADDRESS 1050
 "I" includes each Borrower above, jointly and severally.

Loan Number 362608#3
 Date 4-2-99
 Maturity Date
 Loan Amount \$ 5981.07
 Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of two thousand four hundred and seven Dollars \$ 2477.41
 plus interest from 4-2-99 at the rate of 11.25 % per year until 4-17-2002

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ _____, and it will be ☐ paid in cash, ☐ paid pro rata over the loan term.
☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:
 Principal due:
 (b) ☒ This note has 36 payments. The first payment will be in the amount of \$ 207.82 and will be due 5-17-99
 A payment of \$ 207.82 will be due on the 17 day of each month thereafter.
 The final payment of the entire unpaid balance of principal and interest will be due 4-17-2002

INTEREST - Interest accrues on an actual 365/366 day basis.
☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ _____ if I pay this loan off before you have earned that much in finance charges.
☒ LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or \$ 20.00, whichever is greater.

☐ RETURNED CHECK CHARGE - I agree to pay a fee of \$ N/A for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.
☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 13.75 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - refinance vehicle

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☐ This loan is secured by _____, dated _____
 (b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

"89" Dodge Cam. Van

LV 4000 60

This Property will be used for _____ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
<u>11.750%</u>	<u>\$1234.11</u>	<u>\$6247.41</u>	<u>\$7481.52</u>	YES - I want an itemization. NO - I do not want an itemization.
My Payment Schedule will be:				"e" means an estimate.
Number of Payments <u>36</u>	Amount of Payments <u>\$207.82</u>	When Payments Are Due <u>each month beginning</u>		
\$	\$	<u>5-17-99</u>		
\$	\$			
\$	\$			

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Security - I am giving a security interest in: ☐ (brief description of other property)
☒ the goods or property being purchased.
☒ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you. ☐ Required Deposit - The annual percentage rate does not take into account my required deposit.
 Prepayment - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.
☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.
☒ Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or \$ 20.00, whichever is greater.
☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type	Premium	Term
Credit Life		
Credit Disability	<u>266.34</u>	<u>36m.</u>
Joint Credit Life		

Name of Insurer US Credit Life
☐ I do ☐ do not want credit life insurance.
☐ I do ☐ do not want credit disability insurance.
☐ I do ☐ do not want joint credit life insurance.
Michelle A. Capp insurance. DOB 4-26-62
Michelle A. Capp DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

Signed Michelle A. Capp (Optional) For Lender
 Title _____

ITEMIZATION OF AMOUNT FINANCED	
AMOUNT GIVEN TO ME DIRECTLY	\$
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$
<u>362608#1</u>	<u>\$5643.14</u>
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ <u>266.34</u>
to Public Officials	\$
	\$ <u>337.93</u>
(less) PREPAID FINANCE CHARGE(S)	\$
Amount Financed	\$ <u>6247.41</u>
(Add all items financed and subtract prepaid finance charges.)	

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.
 COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature Michelle A. Capp
 Signature _____

PLAINTIFF'S EXHIBIT
A

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 03-221-CD


NOTICE

TO: Michelle A. Cupp
710 Milford Street
Clearfield, PA 16830-1050

DATE OF NOTICE: August 4, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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:

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982


Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381

FILED

AUG 08 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED *no*
19 1:15-~~601~~
ADG 082003

William A. Shaw
Prothonotary/Clerk of Courts

COUNTY NATIONAL BANK, A : IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation, :
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA
v. : CIVIL DIVISION - LAW
JEFFREY A. CAPATCH and MICHELLE :
A. CUPP, :
Defendants : NO. 03-221-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

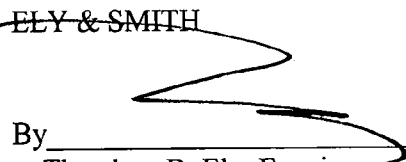
1. Enter default judgment against defendant, Michelle A. Cupp, for failure to plead within twenty (20) days of service of the complaint and for failure to plead within ten (10) days of notice of praecipe for entry of default judgment in the amount of \$6,640.91 together with interest at the rate of 6% per annum from March 13, 2000 and costs of suit.

2. Undersigned counsel hereby certifies that written notice of intention to file this praecipe was mailed to the defendants and to any counsel of record on August 4, 2003, which is after default occurred and at least ten (10) days prior to the date of this praecipe.

3. A copy of the notices of intention of filing this praecipe are attached hereto.

Respectfully submitted

ELY & SMITH

By 
Theodore B. Ely, Esquire
Attorney for Plaintiff
23 West Tenth Street
Erie, PA 16501

FILED

DATED: August 25, 2003

AUG 28 2003

William A. Shaw
Prothonotary

ELY & SMITH

ATTORNEYS AND COUNSELORS AT LAW

THEODORE B. ELY, II
EDWIN W. SMITH

23 WEST TENTH STREET
ERIE, PENNSYLVANIA 16501
PHONE (814) 455-1381
FAX (814) 456-0287

August 26, 2003

Prothonotary's Office
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: County National Bank v. Capatch and Cupp

DOCUMENTS ENCLOSED:

Enclosed please find a Praecipe for Entry of Default Judgment to be filed regarding the above matter. Thank you.

- ☒ File
- ☐ Sign and return
- ☐ Read and note
- ☐ Call us regarding same

Sincerely,

ELY & SMITH

FILED

M 1:36 PM AL 28
Notar to Day
AUG 28 2003

William A. Shaw
Prothonotary

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

County National Bank
Plaintiff(s)

No.: 2003-00221-CD

Real Debt: \$6,640.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jeffrey A. Capatch
Michelle A. Cupp
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2003

Expires: August 28, 2008

Certified from the record this 28th day of August, 2003

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, William A. Shaw, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

_____ Plaintiff(s)
and _____

so full and entire as the same remains of record before the said Court, at
Number _____, Defendant(s)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this _____ day of _____, 19 _____.

Prothonotary/Clerk of Courts

I, FREDRIC J. AMMERMAN, Judge of the Forty-sixth Judicial District, do certify that William A. Shaw by whom the annexed record, certificate and attestation were made and given, and who, in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.

Judge

I, William A. Shaw, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable FREDRIC J. AMMERMAN, by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this _____ day of _____, 19____.

Prothonotary/Clerk of Courts

COUNTY NATIONAL BANK, A : IN THE COURT OF COMMON PLEAS
Pennsylvania Corporation, :
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA
v. : CIVIL DIVISION - LAW
JEFFREY A. CAPATCH and MICHELLE:
A. CUPP, :
Defendants : NO. 03-221-CD

TO: Michelle A. Cupp
710 Milford Street
Clearfield, PA 16830-1050

(x) Notice is hereby give that a judgment in the above-captioned matter has been entered against you in the amount of \$6,640.91 on _____, 2003.

() A copy of all documents filed with the Prothonotary in support of the within judgment is/are enclosed.

Prothonotary Division
Clerk of Records

By _____

If you have any questions regarding this Notice, please contact the filing party:

Theodore B. Ely, Esquire
23 West Tenth Street
Erie, PA 16501
(814) 455-1381

COUNTY NATIONAL BANK, a
Pennsylvania Corporation,
Plaintiff

v.

JEFFREY A. CAPATCH and MICHELLE
A. CUPP,
Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION - LAW
:
:
: NO. 03-221-CD

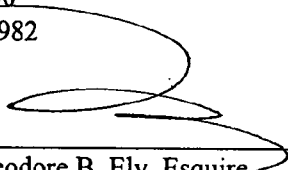
NOTICE

TO: Michelle A. Cupp
710 Milford Street
Clearfield, PA 16830-1050

DATE OF NOTICE: August 4, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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:

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982



Theodore B. Ely, Esquire
Attorneys for Plaintiff
23 West Tenth Street
Erie, PA 16501
814/455-1381