

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

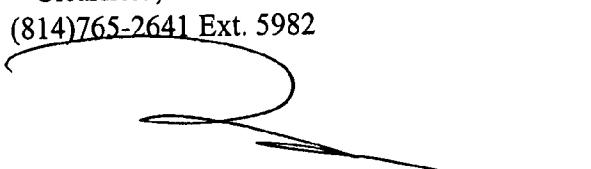
COUNTY NATIONAL BANK, a : IN THE COURT OF COMMON PLEAS  
Pennsylvania Corporation, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
v. :  
: CIVIL DIVISION - LAW  
: :  
JEFFREY A. CAPATCH and MICHELLE :  
A. CUPP, :  
Defendants : NO. 03-221-CD

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.

C O M P L A I N T

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 2<sup>nd</sup> 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 13<sup>th</sup> 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 : IN THE COURT OF COMMON PLEAS  
Pennsylvania Corporation, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
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JEFFREY A. CAPATCH and MICHELLE :  
A. CUPP, :  
Defendants : NO.

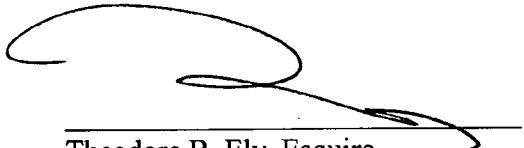
AFFIDAVIT

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

<b>CNB</b> <b>COUNTY NATIONAL BANK</b> <b>CLEARFIELD, PA</b> <b>LENDER'S NAME AND ADDRESS</b> "You" means the Lender, its successors and assigns.		<b>Jeffrey Caputo</b> <b>Michelle Cupp</b> <b>710 Millford Street</b> <b>Clearfield, PA 16830</b> <b>BORROWER'S NAME AND ADDRESS 1050</b> * includes each Borrower above, jointly and severally.	<b>Loan Number 36260843</b> <b>Date 4-1-99</b> <b>Maturity Date</b> <b>Loan Amount \$ 5981.07</b> <b>Renewal Of</b>
---	--	---	---

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 hundred forty-seven 11.25 Dollars 6247.41 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 \$ 36, 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 \$ 167.82 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 7-17-2002.

INTEREST - Interest accrues on an actual 365/366 day basis.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ 1.00 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.

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan  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. <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. <input type="checkbox"/> YES - I want an itemization. <input checked="" type="checkbox"/> NO - I do not want an itemization. "e" means an estimate. <input type="checkbox"/> Filing Fees <input type="checkbox"/> Nonfiling Insurance
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
<u>36</u>	<u>\$207.82</u>	<u>each month beginning</u>		
<u>\$</u>	<u>\$</u>	<u>5-17-99</u>		
<u>\$</u>	<u>\$</u>	<u></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,  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 266.34 36.m.

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.

I  do  do not want insurance.  
DOB 4-26-62  
Michelle A. Cupp 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 D. G. 464 (Optional)  
For Lender  
Title \_\_\_\_\_

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT  
© 1981, 1988 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form NO. S-1/P-A 3/15/95 CUSTOMIZED

CONSUMER LOAN - NOT FOR OPEN-END CREDIT  
(page 1 of 2)

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. Cupp

PLAINTIFF'S EXHIBIT  
A

**FILED**

Atty Ely  
pd. 85.00

11:56 AM  
FEB 19 2003

2cc shff

W  
William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania  
COUNTY NATIONAL BANK Sheriff Docket # 13692  
VS. 03-221-CD  
CAPATCH, JEFFREY A. & MICHELLE A. CUPP  
COMPLAINT

**SHERIFF RETURNS**

NOW MARCH 10, 2003 AT 9:13 AM SERVED THE WITHIN COMPLAINT ON MICHELLE A. CUPP, DEFENDANT AT RESIDENCE, 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/MCQUEARY

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.

**FILED**

Return Costs

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

MAY 21 2003

01/11/03 a.m  
William A. Shaw  
Prothonotary

Sworn to Before Me This

16th Day Of May 2003  
William A. Shaw

So Answers, no cc *EKS*

*Chester A. Hawkins  
by Marilyn Harris*  
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  
: OF CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL DIVISION - LAW  
: NO. 03-221-CD

NOTICE

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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

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

FEB 19 2003

Attest.

*J. L. Ely*  
Notary  
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.

C O M P L A I N T

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 2<sup>nd</sup> 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 13<sup>th</sup> 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 : IN THE COURT OF COMMON PLEAS  
Pennsylvania Corporation, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
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JEFFREY A. CAPATCH and MICHELLE :  
A. CUPP, :  
Defendants : NO.

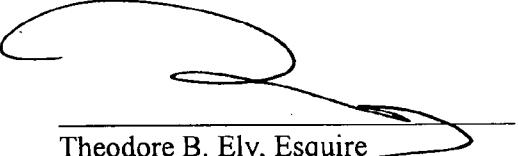
AFFIDAVIT

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

<b>CNB</b> <b>COUNTY NATIONAL BANK</b> <b>CLEARFIELD, PA</b> <b>LENDER'S NAME AND ADDRESS</b> <i>You</i> means the Lender, its successors and assigns.		<i>Jeffrey Caputo</i> <i>Michelle Cupp</i> <i>26 Milford Street</i> <i>Clearfield PA 16830</i> <b>BORROWER'S NAME AND ADDRESS</b> <i>T</i> includes each Borrower above, jointly and severally.	Loan Number <u>262608#3</u> Date <u>4-1-99</u> Maturity Date <u>5-17-2002</u> Loan Amount \$ <u>5981.07</u> 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 hundred forty-seven dollars and 41 cents plus interest from 4-2-99 at the rate of 11.75 % per year until 5-17-2002

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 \$ 267.82 and will be due 5-17-99

A payment of \$ 267.82 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

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

THE PURPOSE OF THIS LOAN IS refinancing  
Vehicle

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan  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 4000.00

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>	<input type="checkbox"/> YES - I want an itemization. <input checked="" type="checkbox"/> NO - I do not want an itemization. * means an estimate. \$ _____ Filing Fees \$ _____ Nonfiling Insurance

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,  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.

DOB 4-26-62

Michelle A. Cupp 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 <u>D #64</u> (Optional)	For Lender
Title _____	Signature <u>Michelle A. Cupp</u>

ITEMIZATION OF AMOUNT FINANCED	
AMOUNT GIVEN TO ME DIRECTLY	\$ _____
<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>362608#1 266.34 1050.8780</u>	<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 <u>Jeffrey Caputo</u>	Signature <u>Michelle A. Cupp</u>

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT  
© 1981, 1988 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form ND-S-SPA 3/15/95 CUSTOMIZED

CONSUMER LOAN - NOT FOR OPEN-END CREDIT  
(page 1 of 2)

PLAINTIFF'S  
EXHIBIT

A

tabbed

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

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. Meholick, 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  
11/15/04  
AGB  
08/2003

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 Praecepice 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**

in 1:3L no 20-081  
Notes to  
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

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William A. Shaw, Prothonotary

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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.

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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 \_\_\_\_\_

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

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.

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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