

03-1074-CD
FIFTH THIRD BANK vs. HEATHER N. BUMBARGER

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

FIFTH THIRD BANK

Plaintiff

vs.

HEATHER N. BUMBARGER

Defendant

No. 03-1074-LD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#02944886

FILED

JUL 23 2003

William A. Shaw
Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No.

HEATHER N. BUMBARGER

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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 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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation having offices in 38 Fountain Square Plaza, Cincinnati, OH 45263.

2. Defendant is an adult individual residing at RR 1, Box 21212S, West Decatur, PA 16878.

3 On or about February 29, 2000, Defendant executed a Motor Vehicle Installment Sale Contract (hereinafter the "Contract") in favor of Courtesy Ford Inc., a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

4 Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a 1998 Ford Contour.

5 Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Courtesy Ford Inc. to Plaintiff.

6 Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7 Plaintiff avers that a balance of \$7,396.12 is due from Defendant as of June 16, 2003.

8 Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 12.10% per annum.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

10. Plaintiff avers that such attorneys' fees will amount to \$919.73.

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

WHEREFORE, Plaintiff demands judgment against Defendant, Heather N. Bumbarger, individually, in the amount of \$8,315.85 with continuing interest thereon at the Contract rate of 12.10% per annum from June 16, 2003 and costs.

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

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire
PA I.D. #47437

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

WWR#:02944886

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Total of Payments The amount you will have paid after you have made all scheduled payments, to you or on your behalf.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$1695.50
12.1000 %	\$ 4217.60	\$ 12490.00	\$ 18313.10

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments are Due
60	\$ 278.46	Monthly, beginning 03/30/2000

Filing Fees: \$ 5.00

Life Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

If you do not meet your contract obligations, you may lose the motor vehicle and property that you bought with this contract, and/or money on deposit with the assignee.

The contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign the contract to the Assignee.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

SELLER: COURTNEY FORD, INC. 401 PLEASANT VALLEY BLVD. ALTOONA, PA 16602

BUYER: HEATHER N BUNBARGER

ROUTE 970, P.O. BOX 461 BIGLER PA 16836

TRADE-IN: N/A

Year and Make: 98 FORD ESCORT ZX2

Description: 98 FORD ESCORT ZX2

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the vehicle and against liability arising out of use or ownership of the vehicle. In this contract, you are promising to insure the vehicle and keep it insured.

CREDIT INSURANCE: If the Buyer is not provided with credit insurance, the Buyer is not required to obtain credit insurance, and will not be provided with credit insurance. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the contract.

By signing, you select Single Credit Life Insurance. What is your age? 27 years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A per month

By signing, you select Joint Credit Life Insurance, which costs \$ N/A per month

By signing, you select Joint Credit Accident & Health Insurance, which costs \$ N/A per month

By signing, you select both Single Credit Life Insurance and Single Credit Accident & Health Insurance, which costs \$ N/A per month

By signing, you select both Single Credit Life Insurance and Single Credit Accident & Health Insurance, which costs \$ N/A per month

By signing below, we agree to sell the vehicle to you under the terms of this contract.

VEHICLE: You have agreed to purchase, under the terms of this contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this contract.

Year and Make: N/A

Series: 98 FORD

Body Style: CONTO

No. Col: SO

Stock Item Quantity: 1FAFP6537WK270874

Equipment: A.T. P.S. AM-FM Stereo S Spd. Vinyl Top

With: AC. PW. AM-FM Tape

ASSIGNEE: We may assign this contract and security agreement to a sales finance company which is the "Assignee." If the Assignee assigns the contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when it and Seller make an assignment.

CO-SIGNER: Any person signing the Buyer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this contract. Co-Signer will not be an owner of the vehicle.

CO-OWNER: Any person signing the Buyer's Agreement below gives a security interest in the vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this contract except the Promise to Pay section.

TERMS: The terms shown in the boxes above are part of this contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this contract, and by making the first payment due date. You agree to pay all other amounts when due under the terms of this contract. You also agree to pay reasonable attorneys' fees if Seller or Assignee here in attorney to collect amounts due under this contract or to protect or get possession of the vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the vehicle to you under the terms of this contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER: Heather N Bunbarger

BUYER: Heather N Bunbarger

SELLER: COURTNEY FORD, INC.

BUYER: Heather N Bunbarger

02/29/00

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the vehicle and against liability arising out of use or ownership of the vehicle. In this contract, you are promising to insure the vehicle and keep it insured.

CREDIT INSURANCE: If the Buyer is not provided with credit insurance, the Buyer is not required to obtain credit insurance, and will not be provided with credit insurance. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the contract.

By signing, you select Single Credit Life Insurance, which costs \$ N/A per month

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A per month

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Series: 98 FORD

Body Style: CONTO

No. Col: SO

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Equipment: A.T. P.S. AM-FM Stereo S Spd. Vinyl Top

With: AC. PW. AM-FM Tape

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CO-OWNER: Any person signing the Buyer's Agreement below gives a security interest in the vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this contract except the Promise to Pay section.

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PROMISE TO PAY: You agree to pay us the Total Sale Price for the vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this contract, and by making the first payment due date. You agree to pay all other amounts when due under the terms of this contract. You also agree to pay reasonable attorneys' fees if Seller or Assignee here in attorney to collect amounts due under this contract or to protect or get possession of the vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

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BUYER: Heather N Bunbarger

BUYER: Heather N Bunbarger

SELLER: COURTNEY FORD, INC.

BUYER: Heather N Bunbarger

02/29/00

SELLER: COURTNEY FORD, INC.

BUYER: Heather N Bunbarger

02/29/00

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley
(Signature)

S. DOOLEY, ASST. CASHIER

WWR# 02944886

5/3 Account No. 819882355

FILED

M 1:31 PM PL 85.00
JUL 23 2003 12:45 PM

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD BANK

VS.

BUMBARGER, HEATHER N.

COMPLAINT

Sheriff Docket #

14358

03-1074-CD

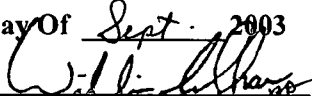
SHERIFF RETURNS

NOW JULY 25, 2003 AT 11:02 AM SERVED THE WITHIN COMPLAINT ON HEATHER N. BUMBARGER, DEFENDANT AT RESIDENCE, RR#1 BOX 21212 S, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER N. BUMBARGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
25.92	SHERIFF HAWKINS PAID BY: ATTY CK# 8091771
10.00	SURCHARGE PAID BY: ATTY CK# 8091773

Sworn to Before Me This

18 Day Of Sept. 2003


So Answers,


Chester A. Hawkins
Sheriff

FILED

0 3:17 PM
SEP 18 2003


William A. Shaw
Prothonotary

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

CAPITAL ONE BANK

Plaintiff

vs.

HEATHER N. BUMBARGER

Defendant

No. 03-1074-CD

PRAECIPE FOR JUDGMENT
PURSUANT TO STIPULATION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#02944886

FILED

M 1:34 PM SEP 29 2003
Notice to Def
start to file
SEP 29 2003

William A. Shaw
Prothonctary

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

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 03-1074-CD

HEATHER N. BUMBARGER

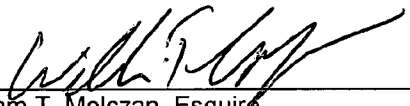
Defendant

PRAECIPE FOR JUDGMENT PURSUANT TO STIPULATION

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, Heather N. Bumbarger, above-named, in the amount of \$8,315.85 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02944886

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 53 Fredville Road, West Decatur, PA 16878

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

Fifth Third Bank
Plaintiff(s)

No.: 2003-01074-CD

Real Debt: \$8,315.85

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Heather N. Bumbarger
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: September 29, 2003

Expires: September 29, 2008

Certified from the record this 29th day of September, 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

*** ACTIVITY REPORT ***

Sep.27 '03 1:28

Tx. TOTAL PAGES 006273
Rx. TOTAL PAGES 002290
PRINT TOTAL PAGES 005321

No.	DATE	START	TIME	PARTNER	MODE	PAGE	RESULT
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Tx.

Rx.

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

CAPITAL ONE BANK

Plaintiff

vs.

HEATHER N. BUMBARGER

Defendant

No.03-1074-CD

STIPULATION OF THE PARTIES FOR
PAYMENT AND FOR THE ENTRY OF
JUDGMENT BY CONSENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#02944886

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

FILED
m 1:34 PM Act to stip
SEP 29 2003

William A. Shaw
Prothonotary

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 03-1074-CD

HEATHER N. BUMBARGER

Defendant

STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT

AND NOW, comes the Plaintiff, by counsel, and the Defendant to Stipulate to Settlement and the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$8,315.85 with continuing interest thereon at a rate of 12.10% per annum plus costs from June 16, 2003.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, Heather N. Bumbarger, in the amount of \$8,315.85 plus continuing interest thereon at the rate of 12.10% per annum from June 16, 2003 and costs.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) \$50.00 due by September 1, 2003;

(b) no less than \$250.00 per month due on the 20th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "Weltman, Weinberg & Reis Co., L.P.A."

5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 18 day of Sept,
2003.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.

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

WWR#02944886

Heather N. Bumbarger

By: Heather Bumbarger
Defendant

FILED

OCT 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 03-1074-CD

HEATHER N. BUMBARGER

Defendant

ASSIGNMENT OF JUDGMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FIFTH THIRD BANK**, and its affiliates and subsidiaries, located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (hereinafter the "Assignor"), hereby transfers, assigns and conveys without recourse and without any representations or warranties, express or implied, unto **ROSWELL PROPERTIES, L.L.C., LTD.**, an Ohio limited liability company located at 100 North Center Street, Newton Falls, Ohio 44444 (hereinafter the "Assignee"), all of Assignor's right, title and interest, if any, in the Judgment rendered in Civil Action No. 03-1074-CD, in the Court of Common Pleas, Clearfield County, Pennsylvania, Civil Division, wherein Fifth Third Bank was the Plaintiff and Heather N. Bumbarger was the Defendant. Said Judgment was entered on September 29, 2003.

WHEREAS, said Judgment is docketed as **FIFTH THIRD BANK vs. HEATHER N. BUMGARGER**; however, the case caption incorrectly reads as **CAPITAL ONE BANK VS. HEATHER N. BUMBARGER**.

In witness whereof, the undersigned has hereunto set its hand by its duly authorized officer this 16 day of OCTOBER, 2008.

Dana Keuffer
Dana Keuffer, Witness

Keith Donges
Keith Donges, Witness

FIFTH THIRD BANK

BY: Rhonda Jinks
Its: Assistant Vice President

STATE OF OHIO

COUNTY OF HAMILTON

On this 16 day of October, 2008, before me, the undersigned Notary Public, personally appeared Rhonda Jinks, who acknowledged herself to be an Assistant Vice President of Fifth Third Bank, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Bank as Vice President.

In witness whereof, I hereunto set my hand and official seal.

Elizabeth A. Draper
, Notary Public



ELIZABETH A. DRAPER
Notary Public, State of Ohio
My Commission Expires 04-21-2013

PREPARED BY AND RETURN TO:

Roswell Properties, L.L.C., Ltd.

100 North Center Street

Newton Falls, OH 44444-1321

(330) 872-0918, Attn: Gail London

Debtor: Heather N. Bumbarger

Our File No. 0L120291

I:\Gail_London\0L12 Fifth Third\0L120291-AJ-53_Roswell.doc

ELIZABETH A. DRAPER
Notary Public, State of Ohio
My Commission Expires 04-31-2013



FILED
OCT 20 2008
Prothonotary/Clerk of Courts
William A. Shaw

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

CAPITAL ONE BANK,

Plaintiff,

vs.

HEATHER N. BUMBARGER,

Defendant.

FILED

OCT 20 2008

5 0/2:15/w
William A. Shaw
Prothonotary/Clerk of Courts

CASE NO. 03-1074-CD

SATISFACTION OF JUDGMENT

WHEREAS, FIFTH THIRD BANK received a Judgment against HEATHER N. BUMBARGER, for the amount of \$8,315.85 plus interest. Said Judgment was entered In the Court of Common Pleas for Clearfield County, Pennsylvania, Civil Division, on September 29, 2003, under Case No. 03-1074-CD; and

WHEREAS, said Judgment is docketed as FIFTH THIRD BANK vs. HEATHER N. BUMBARGER; however, the case caption incorrectly reads as CAPITAL ONE BANK VS. HEATHER N. BUMBARGER; and

WHEREAS, FIFTH THIRD BANK assigned all its right, title and interest in said Judgment and was filed in said Clerk's Office; and

WHEREAS, ROSWELL PROPERTIES, L.L.C., LTD., now recognizes that said judgment has been paid in full; and

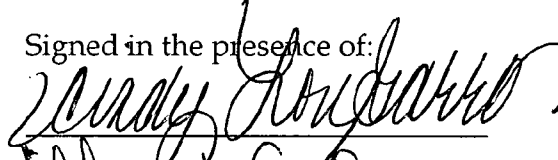
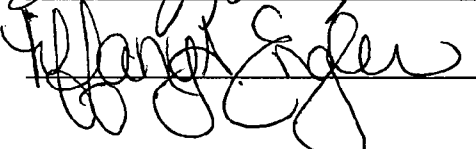
NOW, THEREFORE, ROSWELL PROPERTIES, L.L.C., LTD., does hereby release and discharge the judgment and any and all liens pertaining to said judgment.

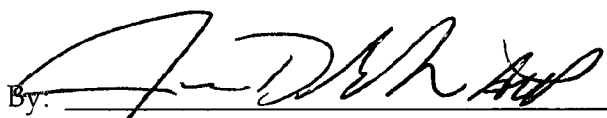
EXECUTED this 16 day of October, 2008.

Signed in the presence of:

ROSWELL PROPERTIES, L.L.C., LTD.

By: The Cadle Company, Its Manager

By: 
Jon D. Gluckner, Assistant Vice President

STATE OF OHIO

COUNTY OF TRUMBULL,

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, Jon D. Gluckner, with whom I am personally acquainted, upon oath, acknowledged himself to be Assistant Vice President of the within named bargainor; and that he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such Assistant Vice President.

Date: 10-16-08

Notary Public: Amy A. Shaffer



Amy A. Shaffer
Resident Trumbull County
Notary Public, State of Ohio
My Commission Expires: 04/10/2013

This instrument was prepared by Victor O. Buente, Jr., General Counsel, 100 North Center Street, Newton Falls, Ohio 44444, (330) 872-0918.

FILED

OCT 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Roswell Properties, L.L.C., LTD

Vs.

Heather N. Bumbarger

No.: 2003-01074-CD

Debt: \$8,315.85

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, October 20, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 20th day of October, A.D. 2008.

Prothonotary