

03-1515-CD
NATIONAL CITY BANK vs. DAVID CORDWELL, et al.

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

NATIONAL CITY BANK

Plaintiff

No. 03-1515-CD

vs.

COMPLAINT IN CIVIL ACTION

DAVID CORDWELL AND
CARALINE CORDWELL

Defendants

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#02818182

FILED

OCT 08 2003

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No.

DAVID CORDWELL AND
CARALINE CORDWELL

Defendants

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

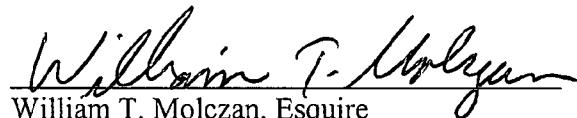
1. Plaintiff is a corporation having offices in 6750 Miller Road, Brecksville, OH 44141.
2. Defendants are adult individuals residing at RR 1, Box 36, Lutherburg, PA 15848.
3. On or about March 19, 1999, Defendants executed a Fixed Rate Simple Interest Note and Security Agreemenet (hereinafter the "Contract") in favor of Wasko Autoland of Dubois, 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, Defendants took possession of the vehicle more particularly identified in the Contract as a 1997 Chevrolet Cavalier.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Wasko Autoland of Dubois to Plaintiff.
6. Plaintiff avers that Defendants are 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 \$5,598.35 is due from Defendants as of July 3, 2003.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 11.16% per annum.

9. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, David Cordwell and Caraline Cordwell, jointly and severally, in the amount of \$5,598.35 with continuing interest thereon at the Contract rate of 11.16% per annum from July 3, 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#:02818182

National City.**FIXED RATE SIMPLE INTEREST
NOTE AND SECURITY AGREEMENT - DEALER INTERMEDIARY**

DAVID CORDWELL

Caroline Cordwell

Dated 10-3-99

10

(1) **DEBTOR(S)**
 Address 231 HIGHLAND ST
 City SYKESVILLE
 State PA 15865

(2) **SELLER** WASKO AUTO LAND OF DUBOTS
 Address RT 5 119 & 322
 City Du Bois
 State Pa 15801

(3) Commitment to Extend Credit to Debtor(s)

NATIONAL CITY BANK OF PENNSYLVANIA, Pittsburgh, Pennsylvania 15278 ("Bank"), has agreed to extend credit to Debtor(s) subject to the provisions of Section 322 of the Pennsylvania Banking Code. Seller is acting as an intermediary for this loan but is not a party to this Agreement.

(4) Terms of Repayment

I, Debtor, promise to pay to the order of Bank, the principal sum of **TWELVE THOUSAND THREE HUNDRED ONE AND 94/100** Dollars, together with interest on the principal sum outstanding from time to time at the rate of **11.00** percent per annum. The principal sum hereof, together with interest thereon, is payable in **56** consecutive installments of **249.25** Dollars (\$**249.25**) each, commencing on the **04-18-99** day of **19**, and continuing on the same day of each month thereafter, until paid.

(5) Description of Goods or Real Estate Securing Payment ("Property")

YEAR, MAKE, MODEL	NEW OR USED	MFR'S SERIAL NUMBER
1997 Chevrolet CAVALIER	Used	1G11C1247V7299575

Disclosure Statement

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. 11.15 %	The dollar amount the credit will cost me. \$ 4198.56	The amount of credit provided to me or on my behalf. \$ 12251.94	The amount I will have paid the Bank after I have made all payments as scheduled. \$ 16450.50

My payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
56	\$ 249.25	Monthly Beginning 04-18-99

Insurance: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign below, agreeing to pay the additional cost.

TYPE	TERM	PREMIUM
<input type="checkbox"/> Credit Life (Insured Only)	First Mos	\$ N/A
<input type="checkbox"/> Credit Life (Insured/Joint Insured)	First Mos	\$ N/A
<input type="checkbox"/> Credit Disability (Insured Only)	First Mos	\$ N/A
<input type="checkbox"/> Credit Disability (Insured/Joint Insured)	First Mos	\$ N/A

I desire the insurance indicated above.

Signature of Insured

Signature of Joint Insured

You may obtain property insurance from anyone you want that is acceptable to Bank.

Security: I am giving a security interest in the Property, any deposit accounts with Bank and Bank's affiliates in any unearned premiums on extended warranty financed and: **1997 Chevrolet CAVALIER** 1G11C1247V7299575

In any case, collateral securing other loans with Bank may also secure this loan.

Filing fees (Fees to Public Officials): \$ **5.00**

Late Charge: If a payment is more than 15 days late, I will be charged 10% of the payment then due or \$20, whichever is greater.

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

Assumption: Someone buying the Property occurring this loan cannot assume the remainder of the loan on the original terms.

'o' - means estimate 'n/a' - means not applicable.

See your contract documents for any addtional information about nonpayment, default, any required repayment in full before the schedule date, and prepayment refunds and penalties.

Itemization of the Amount Financed:

\$ 12251.94	Amount Financed	\$ 12251.94 Creditor
\$ N/A	Amount given to me directly	\$ 8310.00 Creditor
\$ N/A	Amount paid on my account	\$ N/A Creditor
Amount paid to others on my behalf:		WASKO AUTO LAND OF DUBOTS GUARANTY WARRANTY DEPT. HAN
\$ 479.24	Fees to Public Officials	\$ N/A Creditor
\$ N/A	Title Examination Fee	\$ N/A Creditor
\$ N/A	Appraisal	\$ 117.00 Total
\$ 0.00	Optional Credit Insurance	\$ 50.00 Paid Finance Charge (Processing Fee)
\$ 1132.00	Total Paid Creditor(s)	
\$ N/A	Property Report	
\$ 40.00	Other (describe)	EXHIBIT DOCUMENTATION FEE

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENCES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

You are being asked to go along with the debt by signing below. This is a credit contract between you and the creditor. You have to pay the debt. You can afford to pay if you have to and if you want to. If the creditor does not pay the debt, you will have to pay. You may or may not have to pay late fees or on amounts that you do not owe. This is a credit contract between you and the creditor. This is not a sale. You will own the goods and if you do not pay the debt, the creditor will take away your goods. If the debt is ever in default that fact may or may not be a part of your credit record. This is not a sale. This is a credit contract that makes you pay for the debt.

The undersigned acknowledges receipt of this Notice prior to becoming obligated.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to
unsworn falsifications to authorities, that he/she is BRIAN LUTTON
LEGAL MANAGEMENT of NATIONAL CITY BANK, plaintiff herein, that
(Title) (Company) (Name)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint
in Civil Action are true and correct to the best of his/her knowledge, information and belief.

Brian Lutton
(Signature)

WWR# 0281882

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK

VS.

CORDWELL, DAVID & CARALINE

COMPLAINT

Sheriff Docket # 14659

03-1515-CD

SHERIFF RETURNS

NOW OCTOBER 15, 2003, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DAVID CORDWELL and CARALINE CORDWELL, DEFENDANTS.

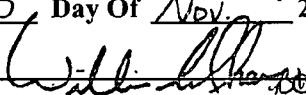
NOW OCTOBER 22, 2003 SERVED THE WITHIN COMPLAINT ON DAVID CORDWELL and CARALINE CORDWELL, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON DAVID CORDWELL.

Return Costs

Cost	Description
48.61	SHERIFF HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY
41.50	JEFFERSON CO. SHFF. PAID BY: ATTY.

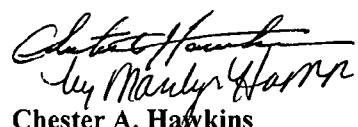
Sworn to Before Me This

5th Day Of Nov. 2003



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

So Answers,


by Marilyn Hanna
Chester A. Hawkins
Sheriff

FILED

 NOV 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

No. 03-1515-CD

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 22, 2003 at 9:15 o'clock A.M. served the Notice to Defend and Complaint in Civil Action upon DAVID CORDWELL and CARALINE CORDWELL, Defendants, at their residence, 28 Van Wort Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania by handing to David, personally, two true copies of the Notice and Complaint, and by making known to him the contents thereof.

Advance Costs Received: \$125.00
My Costs: \$ 39.50 Paid
Prothy: \$ 2.00
Total Costs: \$ 41.50
Refunded: \$ 83.50

Sworn and subscribed

to before me this 27th
day of October 2003

Aug 1st

My Commission Expires The
First Monday January 2008

So Answers,

Carl J. Gotwald, Sr.
Deputy
Thomas A. Demko
Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

NATIONAL CITY BANK

Plaintiff

1515
No.03-1575-CD

vs.

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

DAVID CORDWELL AND
CARALINE CORDWELL

Defendants

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#02818182

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

FILED

DEC 11 2003

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 03-1575-CD

DAVID CORDWELL AND
CARALINE CORDWELL

Defendants

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

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendants, David Cordwell and Caraline Cordwell, above-named, in the amount of \$5,598.35 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendants admit indebtedness to Plaintiff in the amount of \$2,298.35 with continuing interest thereon at a rate of 6.00% per annum plus costs from July 4, 2003.

2. To secure the repayment of said indebtedness, Defendants agree that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendants, David Cordwell and Caraline Cordwell, in the amount of \$2,298.35 plus continuing interest thereon at the rate of 6.00% per annum from July 4, 2003 and costs.

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

- (a) \$200.00 due by November 30, 2003;
- (b) no less than \$200.00 per month due on the last 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 Defendants 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.

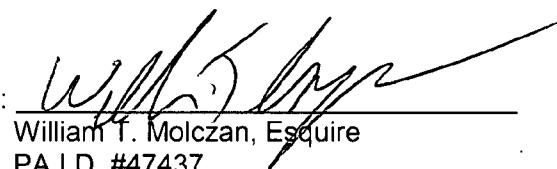
8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendants in this Stipulation which the parties agree is final and complete.

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

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, 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#02818182

David Cordwell

By: David Cordwell
Defendant

Caraline Cordwell

By: Caraline Cordwell
Defendant

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

National City Bank
Plaintiff(s)

No.: 2003-01515-CD

Real Debt: \$2,298.35

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David Cordwell
Caraline Cordwell
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: December 11, 2003

Expires: December 11, 2008

Certified from the record this 11th day of December, 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

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

NATIONAL CITY BANK

Plaintiff

vs.

1515
Civil Action No. 03-1575-CD

DAVID CORDWELL AND
CARALINE CORDWELL

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

Assumpsit Judgment in the amount
of \$2,298.35 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

David Cordwell
28 Vanwoert Street
Sykesville, PA 15865

Willie L. Chase
By: _____
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK,

Plaintiff No. 03-1515-CD

vs.

PRAECIPE FOR SATISFACTION OF
JUDGMENT

DAVID CORDWELL and
CARALINE CORDWELL,

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02818182

FILED ^{No CC}
60 m/q:0000 Atty pd. 7.00
MAR 04 2005 Sat. to Atty

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,

Plaintiff

vs.

Civil Action No. 03-1515-CD

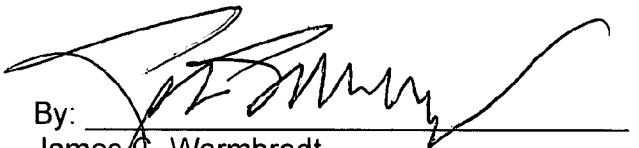
DAVID CORDWELL and
CARALINE CORDWELL,

Defendants

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned
Judgment.

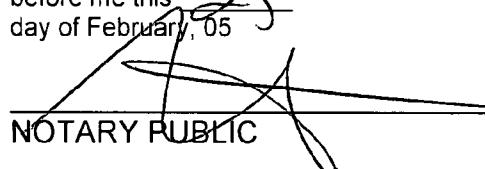
WELTMAN, WEINBERG & REIS CO., L.P.A.

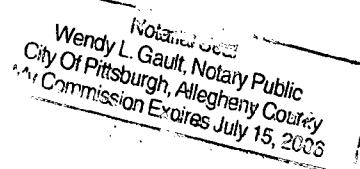

By: _____

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #02818182

Sworn to and subscribed
before me this
day of February, 05


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01515-CD

National City Bank

Debt: \$2,298.35

Vs.

Atty's Comm.:

David Cordwell
Caraline Cordwell

Interest From:

Cost: \$7.00

NOW, Friday, March 04, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 4th day of March, A.D. 2005.

Prothonotary