

Chase Manhattan et al vs Richard Shankle
2004-296-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

CIVIL DIVISION

Plaintiff(s),
v.

04-296-C
No. 2003

RICHARD A SHANKLE
an individual

Defendant(s),

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

;35754

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED
MAR 01 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

Plaintiff(s),
No. 2003
v.

RICHARD A SHANKLE
an individual

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

CHASE MANHATTAN BANK, USA, N.A.
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Plaintiff(s),

No. 2003

v.

RICHARD A SHANKLE
an individual

Defendant(s),

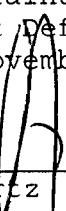
COMPLAINT

1. Plaintiff(s) is CHASE MANHATTAN BANK, USA, N.A. a corporation, an assignee of Providian National Bank. Plaintiff's address is 200 White Clay Center Drive, Newark DE 19711.

2. Defendant(s) is RICHARD A SHANKLE an individual. Defendant's address is 1003 Patchin Hwy, Cherry Tree, PA 15724.

3. On or about March 21, 1995, Providian National Bank, at Defendant's special instance and request, opened for the Defendant a credit account which Defendant thereafter used and there is a balance due and unpaid, despite demand, in the amount of \$5,879.85 plus interest at the contract rate of 21.90 %, ever since November 22, 2002. Alternatively, Defendant obtained the benefit of the use of the account and was unjustly enriched thereby.

4. Attached hereto as Exhibit "A", and incorporated herein by reference as though herein set forth at length, is the Account Agreement and other documents of the account, including the assignment of the account to Plaintiff. WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$5,879.85 plus interest from November 22, 2002 and a reasonable attorney's fee and costs.



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

Please indicate _____
Name, or address _____

Telephone changes
Home () _____ Work () _____

ACCOUNT NUMBER	PAYMENT DUE DATE	PAST DUE AMOUNT	MINIMUM PAYMENT	NEW BALANCE	AMOUNT OF PAYMENT ENCLOSED
4310 3916 2020 3604	11/22/2002	1656.75	1801.75	5879.85	\$

9017 4000 BK Z D 1 7 20

RICHARD A SHANKLE
PO BOX 12
CHERRY TREE PA 15724-0012

ACCOUNT NUMBER	CREDIT LINE	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILL DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
4310 3916 2020 3604	6000		29	10/29/2002	11/22/2002	1801.75
DATE OF TRANS	POST	REFERENCE NUMBER	DESCRIPTION OF TRANSACTIONS			AMOUNT
1013	1013	P901700MJ0A097EQS	PAYMENT THANK YOU 4310391620203604			148.00-

PREVIOUS BALANCE	PAYMENTS	CREDITS	NEW PURCHASES AND ADVANCES	DEBIT ADJUSTMENTS	FINANCE CHARGE	OVERLINE AMOUNT	NEW BALANCE
6027.85	148.00	.00	.00	.00	.00	.00	5879.85

AN AMOUNT FOLLOWED BY A MINUS SIGN(-) IS A CREDIT OR A CREDIT BALANCE UNLESS OTHERWISE INDICATED

YOU MAY AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES IF YOU PAY THIS AMOUNT BY THE DUE DATE
\$

TYPES OF CREDIT TO WHICH RATES APPLY	FINANCE CHARGE BALANCES	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES
PURCHASES		%	%	%
ADVANCES		.05425 %	19.80 %	%

SEND INQUIRIES TO PO BOX 15919 WILMINGTON DE 19850-5919 IF YOU TELEPHONE YOUR INQUIRY, YOU DO NOT PRESERVE YOUR RIGHTS UNDER FEDERAL LAW.

CUSTOMER SERVICE TELEPHONE NUMBER'S: 800-654-9230, 800-545-0464

TO REPORT LOST/STOLEN CARDS, TOLL FREE 800-654-9230 ANYTIME FROM ALL 50 STATES, PUERTO RICO, AND THE U.S. VIRGIN ISLANDS. YOU ARE NOT REQUIRED TO PAY ANY SPECIFIC AMOUNT YOU HAVE PROPERLY REPORTED TO US AS DISPUTED PENDING OUR COMPLIANCE WITH APPLICABLE LAW.

Exhibit m4



CAPITAL CASH®
Account Agreement for Richard A Shankle

Your Capital Cash account (the "Account") is a reusable personal loan that allows you to access your account by writing checks. In this Agreement, "you" and "your" mean each person for whom we have opened a Capital Cash Account. "We," "our," "ours," and "us" mean First Deposit National Bank or its assignee. You may not be eligible for an Account if you or a member of your household already have a credit account with us, Providian National Bank, or Providian Credit Services, Inc. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account shall constitute acceptance of the terms of this Agreement. You and we agree as follows:

Special Requirement of the Account: Credit Review Program. In order to keep your Account in good standing, you agree not to significantly increase the amount of your total debt on unsecured revolving accounts. We will review your Account and credit profile quarterly to evaluate the amount you owe relative to the amount of your then current income. (We consider an increase in debt of more than \$2,000 to be significant, unless you have sufficient income.) If we determine that your Account is not in good standing, your Annual Percentage Rate may be increased.

Cash Advances. The Account is available only with the initial loan amount ("cash advance"). This initial loan amount may include payments that we have made to other lenders on your behalf in order to transfer your other balances to this Account, checks mailed to you for the purpose of transferring your balances to this Account, and funds electronically transmitted to other lenders to transfer balances. However, if you reject the initial loan amount and have not used the Account, we will close the Account and you will have no obligation. If you reject the initial loan amount but have used the Account, we will close the Account and demand immediate full payment only of the balance and charges not related to the initial loan amount. You may request additional cash advances by calling the toll-free number listed on your monthly statements.

Payments. You will receive a monthly statement showing your outstanding balance. You will pay us in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. You may not use your convenience checks to make payments on your Account or to make payments on any other account you have with us or our affiliates. The minimum payment due will normally be: 2.0% of the new balance shown on your statement plus the amount of any past due payment plus the amount by which the new balance exceeds your credit line plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement. **THE MINIMUM PAYMENT IS ONLY THE REQUIRED PAYMENT. TO PAY DOWN YOUR LOAN FASTER, YOU MAY PAY MORE THAN THE MINIMUM PAYMENT OR YOU MAY SEND EXTRA PAYMENTS AT ANY TIME.**

Finance Charge. Finance charges begin to accrue on a debit when it is included in the daily balance ("Balance") and continue until the balance is reduced by a payment or credit. The Balance is reduced by payments as of the date received, and by credits (except for reversals of late and miscellaneous charges) as of the date posted. Debits other than finance charges are included in the Balance as of the dates they are posted which are as follows: cash advance checks that are identified as cashier's checks that we mailed to you at your request, as of seven days after the date we print on the check; all other checks, as of the date presented to us; funds electronically transmitted to other lenders to transfer balances, as of the date transmitted. Other debits (except for late, finance, and miscellaneous charges) are included in your Balance as of the date posted. Finance charges are added to your Balance each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge we start with your previous day's Balance, add all debits and subtract all credits for the current day (as explained in the paragraph above) and multiply the net amount by the daily periodic rate (see following paragraph). The finance charge is then added to and included in that day's Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for each day within the billing cycle. To determine the average daily balance shown on your statement, add each day's Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply this average daily balance by the number of days in the billing cycle and by the daily periodic rate to determine the total amount of your finance charges for the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The balance amounts shown on your statement may differ from the Balances used in computing finance charges, because the latter do not include any late or miscellaneous charges which are included in the balances shown on your statement. There is no period within which credit extended may be repaid without incurring a finance charge.

The ANNUAL PERCENTAGE RATE ("APR") is 0.00%, corresponding to a daily periodic rate of .00000%.

If you do not comply with the terms of this Agreement your ANNUAL PERCENTAGE RATE (APR) will be 23.90%, corresponding to a daily periodic rate of .06548%. We reserve the right to change the Annual Percentage Rate calculations if you do not comply with the terms of this Agreement.

Fees. We will charge your Account up to \$10 for each billing cycle within which your Account balance exceeds your credit limit, (over limit fee) even if your Account is closed. We will charge your Account up to \$29 for: each returned payment check; each check you write on your Account that we return unpaid; each stop payment order or renewal of such an order; each billing cycle within which your Account is delinquent (late charge). If you request copies of billing statements that were first sent to you more than three months earlier, we may charge a handling fee of \$2.00 for each copy.

Default. You will be in default: if you were not eligible for the Account at the time it was opened; if you fail to comply with any part of this Agreement; if any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if you fail to pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the APR(s) disclosed in the Finance Charge section of this Agreement, even if we have sued you to collect the amount you owe.

Credit Line. Your credit line is specified from time to time in a separate notice. We may increase or decrease your credit line based on information we obtain from you or your credit records. Your available credit is normally the difference between your credit line and your Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction which would cause you to exceed your available credit.

Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else use your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur including, but not limited to, reasonable attorney's fees and court

costs. (If you win the suit, we will pay you reasonable attorney's fees and court costs.)

Changes. We may change any part of this Agreement or add or remove requirements after notice as required by law. If we change the **Finance Charges** section of this Agreement, the new finance charge calculation will apply to your whole Account balance from the effective date of the change, whether or not the balance includes items posted to your Account before the change date and whether or not you continue to use the Account.

Cancellation of Account. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Account and your credit privileges. If your Account is cancelled, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing and paying your entire statement balance by the payment due date on the statement which includes your final checks, cash advances, charges, and fees. You will still be responsible for paying any accrued finance charges. If your credit privileges are cancelled you may no longer write checks on your Account, and you should destroy any unused checks we have issued to you.

Personal Information; Documents. You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment or income. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. We may also share such information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

Customer Service; Unauthorized Use, Loss, or Theft of Checks or the Card. Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification Number ("PIN", which provides access to Automated Teller Machines) and any checks issued to you from theft, and keeping your PIN separate from your Card. If you discover or suspect that your Card, PIN, or any unused checks are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-933-7221. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. You will not be liable for unauthorized use occurring before you notify us of a loss or theft. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

Stop Payment Orders. If you wish to stop payment on a check, you may send us a stop payment order by writing to us at our address for customer service listed on your bill. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and specific information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order or if you have not adequately described the item so that payment can be stopped by our computer. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order six months after receipt unless it is renewed in writing.

Standard of Care. Transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items which we will examine. We will examine all transactions when you report that your checks have been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care which we in good faith will exercise in administering your Account. Because of our limited review, and because your cancelled checks will not be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You agree to check your monthly statements against your record and to notify us promptly of any unauthorized transactions or errors.

Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. The Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown on our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for customer service on your statement (or other addresses we may specify) and shall be effective when we receive it.

Your Billing Rights -- Keep This Notice for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about an entry on your bill, write us, on a separate sheet, at our address for customer service listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following: - your name and Account number - the dollar amount of the suspected error.

- Describe the error and explain, if you can why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation



does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

11 -

YES; I'd like to open a Capital Cash Account. Please send me a check for up to \$7,500. I agree to the Capital Cash Account Agreement (which will be mailed to me with my check) and to repay principal, interest, and interest thereon, except that I will have no obligation if I return the check unused after reviewing the Account Agreement.

X Richard A. Shankle
Signature (Non-Transferable)

180-50-0015
Social Security Number

(814) 743-5360 ()
Home Phone Work/Second Phone Ext.

\$ 50,000
Annual Household Income

Credit Protection Plan (Optional)

YES, I would like to help protect my Capital Cash account and credit rating with the optional Credit Protection Plan described on the reverse side.

YES (Initial here to enroll)

CL174

Reservation# 202-06180-7826-1

Apply here. Or call 1-800-322-CASH.

35754-7

Reference Number: 180500015

Box : 1550
Year : 95
Batch : 11
SSN : 180500015
Account # : 4310391620203604

LLWRIGH

PAY

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

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

Plaintiff(s),

No. 2003

v.

RICHARD A SHANKLE
an individual

Defendant(s),

VERIFICATION

The undersigned, Clifford A. Douglas, avers
that the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date 4-9-3

Clifford A. Douglas

, Authorized Agent

VERIFIED.PLE

In The Court of Common Pleas of Clearfield County, Pennsylvania

MAHONING OUTDOOR FURNACE, INC.

VS.

DUKES, EDWARD a/k/a EDWARD DUKES, JR. d/b/a

COMPLAINT

Sheriff Docket # 15270

04-299-CD

SHERIFF RETURNS

NOW APRIL 12, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO EDWARD DUKES ak/a EDWARD DUKES JR. d/b/a DUKES CONTRACTING, DEFENDANT. MOVED TO FLORIDA.

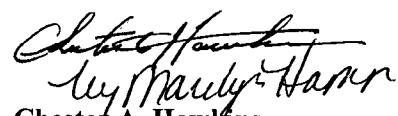
Return Costs

Cost	Description
30.87	SHERIFF HAWKINS PAID BY: PLF. CK# 20618
10.00	SURCHARGE PAID BY: PLFF. CK# 20619

Sworn to Before Me This

12th Day Of April 2004
William A. Shaw

So Answers,


Chester A. Hawkins
Sheriff

FILED

APR 12 2004
01 8:40 a.m.
C
KED
William A. Shaw
Prothonotary

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

MAHONING OUTDOOR FURNACE, INC. , : No. 2004-299-CJ
Plaintiff :
vs. : Type of Case:
: CIVIL
EDWARD DUKES a/k/a EDWARD DUKES, JR. : Type of Pleading:
D/B/A DUKES CONTRACTING, : COMPLAINT
Defendant : Filed on Behalf of:
: PLAINTIFF
: Counsel for This Party:
: Peter F. Smith, Esquire
: Supreme Court No. 34291
: 30 South Second Street
: P.O. Box 130
: Clearfield, PA 16830
: (814) 765-5595

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

MAR 02 2004

Attic

Post Office
Clerk of Courts

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

MAHONING OUTDOOR FURNACE, INC.,	:	
Plaintiff	:	No. 2004-
	:	
	:	
vs.	:	
	:	
	:	
EDWARD DUKES a/k/a EDWARD DUKES, JR.	:	
D/B/A DUKES CONTRACTING,	:	
Defendant	:	
	:	

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 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 other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF
YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE
YOU CAN GET LEGAL HELP.**

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

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

MAHONING OUTDOOR FURNACE, INC.,	:	
Plaintiff	:	No. 2004-
	:	
	:	
vs.	:	
	:	
	:	
EDWARD DUKES a/k/a EDWARD DUKES, JR.	:	
D/B/A DUKES CONTRACTING,	:	
Defendant	:	
	:	
	:	

COMPLAINT

COMES NOW, MAHONING OUTDOOR FURNACE, INC., by its attorney Peter F. Smith, who states the following in support of this complaint:

1. The Plaintiff is **MAHONING OUTDOOR FURNACE, INC.** It is a Pennsylvania business corporation with principal office and mailing address at 208 Whiskey Run Road, Mahaffey, Clearfield County, Pennsylvania 15757.
2. The Defendant is **EDWARD DUKES a/k/a EDWARD DUKES, JR.** whose business address is 1625 Whiskey Run Road, Mahaffey, Clearfield County, Pennsylvania 15757.
3. Mr. Dukes did business as **DUKES CONTRACTING.**
4. The address of Mr. Duke's last known residence is C/O Edward Dukes, Sr. R.R. 2, State Route 36, Punxsutawney, PA 15767.
5. On December 3, 2003, December 4, 2003 and January 20, 2004, Mr. Dukes purchased furnace parts and a furnace from Mahoning.

6. These purchases are recapitulated and totaled on a statement dated January 31, 2004. A true and correct copy of said statement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

7. Also attached are true and correct copies of the individual invoices representing each sale as follows:

- A. Invoice dated 12/03/03, Plaintiff's Exhibit 2
- B. Invoice dated 12/04/03, Plaintiff's Exhibit 3
- C. Invoice dated 01/20/04, Plaintiff's Exhibit 4

8. All sales were made at Plaintiff's place of business in Mahaffey, PA.

9. Sales were not complete and binding contracts until received, reviewed and accepted at Plaintiff's place of business.

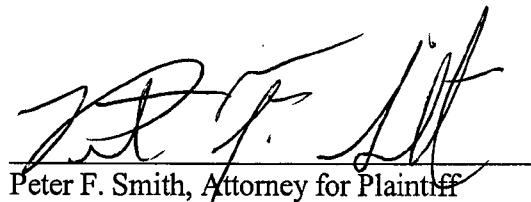
10. Jurisdiction and venue rest in Clearfield County, Pennsylvania.

11. Defendant received and accepted the furnace and other parts without objection.

12. Demand has been made upon the Defendant to pay the balance due which is \$11,064.64 but he has refused to do so.

WHEREFORE, Plaintiff prays that judgment be entered in its favor and against the Defendant in the amount of \$11,064.64 together with interest at the statutory rate and court costs.

Respectfully submitted,



Peter F. Smith, Attorney for Plaintiff

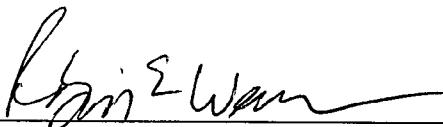
Date: 2/27/04

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

MAHONING OUTDOOR FURNACE, INC.

Dated: 2/25/04



Robin E. Weaver, President

MAHONING OUTDOOR FURN INC
203 WHISKEY RUN ROAD

MAHAFFEY PA 15757-9624

*** S T A T E M E N T ***

STATEMENT DATE: 01/31/04

CUSTOMER ID.: DUKESE

PAGE: 1

DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA 15757

INVOICE	DATE	TERMS OR REF	CODE	DEBITS	CREDITS	CUMULATIVE BALANCE
008306	12/03/03	Invoicing	SA	197.69		197.69
008320	12/04/03	Invoicing	SA	3015.00		3212.69
008540	01/20/04	Invoicing	SA	7851.95		11064.64
					11064.64	0.00
						11064.64

CURRENT	1 - 30 PAST DUE	31 - 60 PAST DUE	
OVER 60 PAST DUE	3212.69	0.00	TOTAL DUE 11064.64
	OPEN CR	TOTAL	
0.00	0.00	11064.64	

EXHIBIT 1



**Mahoning
Outdoor
Furnaces**

208 Whiskey Run Road
Mahaffey, PA 15757
(814) 277-6675

INVOICE

INVOICE NUMBER: 008306

INVOICE DATE: 12/03/03

PAGE: 1

SOLD TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP VIA:
SHIP DATE:
DUE DATE: 12/03/03
TERMS: 01/02/04
ON RECEIPT

CUST. ID.: DUKESE
P.O. NUMBER:
P.O. DATE: 12/03/03
OUR ORDER NO.:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
INSULATION X 125'	1.00	1.00		177.5000	177.50	T
1" CRIMP RINGS	50.00	50.00		0.1800	9.00	T

SUBTOTAL:	186.50
TAX:	11.19
PAYMENTS:	0.00
TOTAL:	197.69



**Mahoning
Outdoor
Furnaces**

208 Whiskey Run Road
Mahaffey, PA 15757
(814) 277-6675

INVOICE

INVOICE NUMBER: 008320

INVOICE DATE: 12/04/03

PAGE: 1

SOLD TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP VIA:
SHIP DATE: 12/04/03
DUE DATE: 01/03/04
TERMS: ON RECEIPT

CUST. ID.: DUKESE
P.O. NUMBER:
P.O. DATE: 12/04/03
OUR ORDER NO.:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
2005 S/N #0337812 Discount On Above	1.00	1.00		3350.0000	3350.00	E 335.00-

FURNACE IS FOR COMMUNITY ACTION TAX
EXEMPT #75-00790-2

3015.00
0.00
0.00
3015.00
Subtotal:
Tax:
Payments:
Total:



**Mahoning
Outdoor
Furnaces**

208 Whiskey Run Road
Mahaffey, PA 15757
(814) 277-6675

INVOICE

INVOICE NUMBER:
008540

INVOICE DATE:
01/20/04

PAGE:

1

SOLD
TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP
TO: DUKES CONTRACTING
1625 WHISKEY RUN ROAD
MAHAFFEY, PA
15757

SHIP VIA:
SHIP DATE: 01/20/04
DUE DATE: 02/19/04
TERMS: ON RECEIPT

CUST. ID.: DUKESE
P.O. NUMBER:
P.O. DATE: 01/20/04
OUR ORDER NO.:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
300S S/N #0402001 Discount On Above	1.00	1.00		4075.0000	4075.00	T
300S S/N #0402101 Discount On Above	1.00	1.00		4075.0000	4075.00	T
200 BLOWER 3 BOLT	1.00	1.00		72.5000	72.50	T

Edward Duke

EXHIBIT 4

SUBTOTAL:	7407.50
TAX:	444.45
PAYMENTS:	0.00
TOTAL:	7851.95

In The Court of Common Pleas of Clearfield County, Pennsylvania

CHASE MANHATTAN BANK

VS.

SHANKLE, RICHARD A.

COMPLAINT

Sheriff Docket # 15256

04-296-CD

SHERIFF RETURNS

NOW MARCH 3, 2004 AT 10:31 AM SERVED THE WITHIN COMPLAINT ON RICHARD A. SHANKLE, DEFENDANT AT RESIDENCE, 1003 PATCHIN HWY., CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD A. SHANKLE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS

Return Costs

Cost	Description
45.00	SHERIFF HAWKINS PAID BY: ATTY CK# 30742
10.00	SURCHARGE PAID BY: ATTY Ck# 30743

Sworn to Before Me This

5th Day Of May 2004

William A. Shaw
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED
03/30/04
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

CIVIL DIVISION

Plaintiff(s),

No. 2004-00296-CD

v.

RICHARD A SHANKLE
an individual

Defendant(s),

STIPULATION FOR JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

;35754

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED

MAY 10 2004

1

William A. Shaw
Fiduciary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONCHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

Plaintiff(s),

v.

No. 2004-00296-CD

RICHARD A SHANKLE
an individual

Defendant(s),

STIPULATION FOR JUDGMENT

The parties stipulate as follows.

1. Plaintiff commenced this civil action by filing a Complaint stating a claim for \$5,879.85 plus interest from November 22, 2002 at the agreed contract rate of 21.90% per year for sums due on Defendant's Chase Manhattan Bank, USA, N.A. credit card account #4310391620203604, reasonable attorney's fees and costs (the "Indebtedness").

2. Defendant has offered and Plaintiff has agreed to accept payment of the Indebtedness in monthly installments, each in the amount of \$225.00. The Defendant has agreed to make one (1) payment in the total amount of \$1,500.00 due on March 8, 2004. The Defendant shall pay the balance in monthly installment payments of \$225.00 on or before the 8th day of the month

beginning April 8, 2004 with interest at 6% per year, provided payment is made timely in accordance with the terms of this Stipulation.

3. Judgment shall be entered in favor of Plaintiff and against Defendant for the full amount of the Indebtedness as defined above in the sum of \$5,879.85 plus interest at the contract rate of 21.90% per year from November 22, 2002 plus 17% attorney's fees and costs (the "Judgment").

4. So long as Defendant makes the said payments timely, time being of the essence, Plaintiff shall not take any further legal action beyond entering judgment on this Stipulation and upon receipt of timely payment of the Indebtedness, interest and costs in full in accordance with the terms of this Stipulation, Plaintiff shall satisfy the Judgment.

5. If Defendant fails to make the agreed payments timely, time being of the essence, Plaintiff may execute on the Judgment upon praecipe to the Prothonotary for the balance due on the Judgment after credit is given for any payments made by Defendant and Plaintiff may take any other supplemental action on the Judgment as authorized by law and rules of court.

6. Defendant shall make the said payments to and payable to Louis B. Swartz, Attorney for Chase Manhattan Bank, USA, N.A., 1600 Law and Finance Building, Pittsburgh, PA 15219.

3/01/04

LOUIS B. SWARTZ, ESQUIRE/DATE
Swartz, Lovejoy and Assocs.
Attorney for Plaintiff
1600 Law and Finance Building
Pittsburgh, PA 15219
412/288-0300

RICHARD A. SHANKLE/DATE
Defendant
1003 Patchin Highway
Cherry Tree, PA 15724
814/743-5360

Richard A. Shankle 3-9-04

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M 1:54 AM 10/10/03
MAY 10 2004 *DK*

William A. Shaw
Prothonotary

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

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

Plaintiff(s),

v.

No. 2004-00296-CD

RICHARD A SHANKLE
an individual

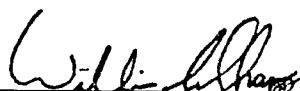
Defendant(s),

NOTICE OF ENTRY OF JUDGMENT

TO: Richard A. Shankle

1003 Patchin Highway
Cherry Tree, PA 15724

TAKE NOTICE that on the 10 day of
May, 2004, judgment was entered against
you in the above captioned case in the principal amount of
\$5,879.85 plus interest per Stipulation of Judgment and costs.



PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SEEWALD, SWARTZ AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

E 4NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE 5 F

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

Chase Manhattan Bank, USA, N.A.
Providian National Bank
Plaintiff(s)

No.: 2004-00296-CD

Real Debt: \$5,879.85

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard A. Shankle
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: May 10, 2004

Expires: May 10, 2009

Certified from the record this 10th day of May, 2004

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

CHASE MANHATTAN BANK, USA, N.A. | CIVIL DIVISION
a corporation, an assignee of |
Providian National Bank |

Plaintiff(s), |
v. | No. 2004-00296-CD

RICHARD A SHANKLE |
an individual |

Defendant(s), |
| PRAECIPE TO SATISFY JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
%35754

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

Boat
FILED NOCC
m12:1001 Atty pd. 700
AUG 15 2005 Cert. of Sat.
to Atty
William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.
a corporation, an assignee of
Providian National Bank

Plaintiff(s),

No. 2004-00296-CD

v.

RICHARD A SHANKLE
an individual

Defendant(s),

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment in the above-captioned case "satisfied."

LOUIS B. SWARTZ
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Before me, the undersigned authority appeared LOUIS B. SWARTZ,
who being known to me, acknowledged that he executed the
foregoing Praecipe for the purposes stated therein.

date 8/11/05

Marcy A. Boytim
NOTARY PUBLIC

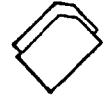
SATISFY.PLE

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Marcy A. Boytim, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires July 14, 2009	

Member, Pennsylvania Association of Notaries

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

CIVIL DIVISION

 **COPY**

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2004-00296-CD

Chase Manhattan Bank, USA, N.A.
Providian National Bank

Debt: \$5,879.85

Vs.

Atty's Comm.:

Richard A. Shankle

Interest From:

Cost: \$7.00

NOW, Monday, August 15, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 15th day of August, A.D. 2005.

Prothonotary