



BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

BANK OF AMERICA, N.A., (USA)

4161 Piedmont Parkway, Greensboro, NC 27410

Plaintiff

v.

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 04-1661-CD

JOSEPH B SHADECK

229 Hurxthal Street, Karthaus PA 16845-0175

Defendant

: CIVIL ACTION - LAW

### COMPLAINT 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 (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 claim 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. 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.**

#### LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholick

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

**FILED**

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William A. Shaw  
Prothonotary/Clerk of Courts

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By: Burton Neil, Esquire  
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1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
Attorney for Plaintiff

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|                                             |   |                                 |
|---------------------------------------------|---|---------------------------------|
| BANK OF AMERICA, N.A., (USA)                | : | IN THE COURT OF COMMON PLEAS    |
| 4161 Piedmont Parkway, Greensboro, NC 27410 | : |                                 |
| Plaintiff                                   | : | CLEARFIELD COUNTY, PENNSYLVANIA |
| v.                                          | : |                                 |
|                                             | : | NO.                             |
| JOSEPH B SHADECK                            | : |                                 |
| 229 Hurxthal Street, Karthaus PA 16845-0175 | : |                                 |
| Defendant                                   | : | CIVIL ACTION - LAW              |

### **Complaint**

1. The plaintiff is Bank of America, N.A. (USA) with place of business located at 4161 Piedmont Parkway, Greensboro, North Carolina.
2. The defendant is Joseph B Shadeck, who resides at 229 Hurxthal Street, Karthaus, Clearfield County, Pennsylvania.
3. At the defendant's request, plaintiff issued the defendant a credit card bearing account number 4319041022570321 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. A true and correct copy of the terms and conditions of the account is attached hereto and marked Exhibit A
4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit cards. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.
5. The defendant utilized the credit cards by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including late and/or finance charges. The balance due for the charges made by the defendant including any late or finance charges is \$10,037.35.
6. Defendant did not pay the balance due upon receipt of the billing statements and is in default

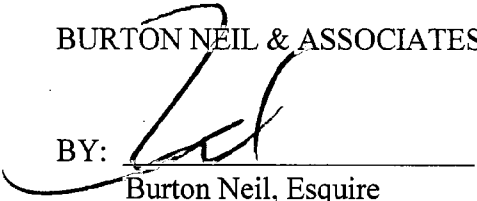
of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$10,037.35, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$2,007.47.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$10,037.35, attorneys fees in the sum of \$2,007.47 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire  
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

Shown on your billing statement. Otherwise, you may be liable for up to \$500 for any unauthorized use, below you may use.

**Unauthorized Use With MasterCard**

- \* If you purchase a purchase, and the merchant discloses a policy such as "no cash back," "no return or credit without receipt," "as is," "store credit only," or "final sale," you may be bound by that policy.
- \* If you use your Account in a way that is not permitted by the merchant, the merchant may charge you unless you can provide proof to the contrary.
- \* If you use a merchant's card which the merchant is required to give you, which you do not use, you must notify the merchant when you want to close your Account.
- \* If you do not use your Account, you must close it.
- \* If you do not use your Account, you must close it.

If you do not use your Account, you must close it. You will provide information or assistance we reasonably request. Otherwise, you will pay for any resulting loss we have unless prohibited by applicable law.

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If you do not use your Account, you must close it. You will provide information or assistance we reasonably request. Otherwise, you will pay for any resulting loss we have unless prohibited by applicable law.

Payment in Foreign Currency. For all amounts you owe your Account, you will pay in U.S. dollars. All checks must be drawn from funds on deposit in a U.S. foreign currency or checks drawn on non-U.S. banks. If we do, we may impose penalties and collection charges. Our determination of services and collection charges will be final.

Telephone Monitoring. Our supervisory personnel may listen in and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

Enforceability. Our failure to exercise any of our rights under this Agreement will not waive any of our rights in this bill. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

GOVERNING LAW. THIS AGREEMENT IS GOVERNED BY APPLICABLE ARIZONA AND FEDERAL LAW.

**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 Error or Discrepancy About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us in a separate letter at the Billing Inquiries address on your bill, send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. (To preserve your rights write the law, you must write to us.)

In your letter, give us the following information: your name, address, account number and the dollar amount of the suspected error. Describe the error and explain the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount that you think is wrong. To automatically stop payment, you must call us at least 14 business days before the due date of the bill.

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 your bill was correct.

After we receive your letter, we cannot try to collect any amount you question, nor report your delinquency. We can continue to bill you for the amount you question, but you do not have to pay it. You can apply any unpaid amount against your bill, 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 amount that we questioned. If we find that you made a mistake, you may have to pay the amount that we questioned. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we bill you, we may report you as delinquent, telling us that you still refuse to pay. We must tell anyone we report you to that you owe us. You must tell anyone we report you to that you owe us. You must tell anyone we report you to that you owe us.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**VISA OR MASTERCARD CARDMEMBER AGREEMENT**

Exhibit A

This is your Agreement with Bank of America, N.A. (BANA) for your Visa or MasterCard credit card account ("Account"). In this Agreement, "we," "us" and "our" refer to Bank of America, N.A. (BANA). We will provide you with a credit card and your Account. You, your cardholder, and your father (if you are a minor) are jointly and severally bound by this Agreement, and (3) any person who uses your Account, including those who use your card, by signing for or using your Account, you accept the terms of this Agreement.

**YOUR ACCOUNT**

Your Account is a revolving line of credit which you may use for credit of the following consumer transactions:

- \* Purchase of goods or services;
- \* Cash Advances, including:

- \* Cash Disbursement. Cash disbursement from a participating financial institution or merchant (except ATMs).
- \* ATM Advance. Cash from an automated teller machine (ATM) with your Account, to your Bank of America deposit account, which is not your Overdraft Protection. In this instance, you may link your Account to your personal checking account for Overdraft Protection as shown in your Additional Disclosures.
- \* Account Check Check used to access your credit limit.

Interest. Interest on cash advances, interest charges, foreign currency, late fees, and other fees or charges, as well as interest on your Account, are subject to the terms and conditions of the balance transfer as either a Purchase or a Cash Advance depending on our offer.

**YOUR CREDIT LINE**

Your Account has a Credit Limit, as shown on your credit card or billing statement. You will not incur any unpaid balance to exceed it. Even if we authorize transactions which cause you to exceed your Credit Limit, you will still be responsible to pay us for any amounts over your Credit Limit.

We may change your Credit Limit at any time. Also, you may request us to change your Credit Limit. We may not agree to your request.

**Cash Advances Limit**. We may not agree to your request for a Cash Advance Limit. We may not agree to your request for a Cash Advance Limit. We may not agree to your request for a Cash Advance Limit.

**AUTHORIZATIONS**

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily-dollar limits will apply to your Cash Advances. We may limit the number of authorizations we give your Account on any day, or may limit authorization for security or other reasons. We are not liable if a merchant or institution or ATM does not accept your card or Account, or if it is not authorized for a transaction is within.

WE ARE PROVIDING YOU WITH THIS INFORMATION TO COMPLY WITH FEDERAL LAW

BCS-97/43 4-90 © 1999 Bank of America

Amount shown in the Additional Disclosure.

**Stop Payment Fee** We may charge you a Stop Payment Fee if the amount shown in your Additional Disclosures for each stop payment that you request is not received.

**Only Change** We may charge you a Fee for the amount shown in your Additions. Disclosures for each copy of a billing statement, sales trail, Account Check or other record of your Account and your billing information.

**Additional Disclosure:** For each hook-up, you may charge you a Fee in the amount shown in your Billing Statement. The fee will be assessed to the cardholder's account. If you request relative to a billing error as described below and you follow the procedures described on the back of your bill, we will refund the fee.

If we produce documents in response to legal process, we may charge those fees to your Account.

**Collection Costs and Attorney Fees.** To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by us), court costs and a) other expenses of enforcing our rights under this Agreement.

WHEN WE MAY RETURN UNPAID YOUR ACCOUNT CHECK

we may affect and return limit an Account Check you will be liable for:

- (a) Your/Check Account Limit has been or is exceeded by paying the check;
- (b) At the time the check is presented to us for payment;
- (c) Your check is not cashed, if a postdated check is paid, resulting in another check being returned in full part, we are not responsible;
- (d) The date on your check is more than 10 months old;
- (e) Your Account is closed or suspended;
- (f) You are in default or will be, so if we paid, limit check;
- (g) Your signature or the payee's name or endorsement is missing on the check or the check appears altered;
- (h) Two or more checks made out to same payee.

The amount of the check plus applicable fees and charges.

**COGNIZABILITY**

If your name appears on a billing statement, our records show that you are liable for the full balance due on the Account. By using your Account or making a payment on the bill, you acknowledge that you are the person responsible for the bill. We will not be able to return the Account knowing that your name appears on any Billing statement, you agree that our records are accurate. In addition, you are liable for the full balance due on the Account. If you have agreed to the bill (even if your name does not appear on a billing statement), in which case, described above, you will be individually and jointly liable for all or debt, satisfaction on the Account.

If you are an Authorized User (licensee) only, you are liable for each transaction that you make on the Account. An Authorized User's liability does not release any other cardholder party under the Agreement from liability for the Account.

## YOUR PAYMENTS

You authorize us to pay for all transactions on your Account, whether they are your, or those of any persons authorized to use your account, plus all fees, charges and expenses we provide in this Agreement. If an Account payment is levied, you will be charged, in addition to your Account, an Authorized User fee for the processing of your payment. If you are an Authorized User, you are not eligible to pay for transactions with your own Visa<sup>®</sup> International or Amex<sup>®</sup> card. The credit to which a payment will be applied toward purchases, such as interest, unpaid finance charge and other fees and charges.

If a bank branch or office employee you accuse, you will immediately pay a 10% unpaid Account Balance if you do.

If your legal residence or billing statement address is in a country outside the United States, the government of that country may impose a withdrawal limit on your account.

Charge due on Your Account. If you do not pay, we may charge the amount of the tax to your Account.

**Minimum Payment:** Due You will pay at least the Minimum Payment Due in the amount shown in your additional disclosure by the Payment Due Date on your billing statement.

**OTHER IMPORTANT INFORMATION**  
 Signature: \_\_\_\_\_ You must sign the back of your document and

**Unsecured Credit** This Agreement does not provide for a security interest in your credit. If you purchase your charge to your Account, you will not receive the credit.

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### Verification

Constance Curtis is Agent  
(Name of authorized representative) (Title or Position)

for, Bank of America, N.A., the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9/14/04

Amic  
Name

Joseph B Shadeck  
4319041022570321

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**BANK OF AMERICA, N.A.**

**VS.**

**SHADECK, JOSEPH B.**

**COMPLAINT**

**Sheriff Docket #**

**16504**

**04-1661-CD**

**SHERIFF RETURNS**

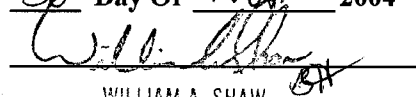
NOW NOVEMBER 5, 2004 AT 11:43 AM SERVED THE WITHIN COMPLAINT ON JOSEPH B. SHADECK, DEFENDANT AT MEETING PLACE, SR 879, STINER'S GARAGE, SHAWVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH B. SHADECK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: NEVLING

**Return Costs**

| <b>Cost</b>  | <b>Description</b>                             |
|--------------|------------------------------------------------|
| <b>52.87</b> | <b>SHERIFF HAWKINS PAID BY: ATTY CK# 31267</b> |
| <b>10.00</b> | <b>SURCHARGE PAID BY: ATTY CK# 31268</b>       |

**Sworn to Before Me This**

30 Day Of Nov, 2004



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

**So Answers,**



**Chester A. Hawkins**  
**Sheriff**

**FILED**

**NOV 30 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

BANK OF AMERICA, N.A. (USA)  
4161 Piedmont Parkway, Greensboro, NC 27410  
Plaintiff

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

VS.

: NO. 04-1661-CD

JOSEPH B SHADECK  
229 Hurxthal Street  
Karthaus PA 16845-0175

Defendant

: CIVIL ACTION - LAW

**Praeipce for Default Judgment**

To the Prothonotary:

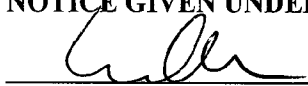
Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

|                 |                    |
|-----------------|--------------------|
| Principal:      | \$10,037.35        |
| Attorneys Fees: | \$2,007.47         |
| <b>TOTAL</b>    | <b>\$12,044.82</b> |

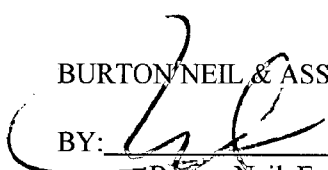
Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA), the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

**JUDGMENT BY DEFAULT ENTERED  
AND DAMAGES ASSESSED AS ABOVE.  
NOTICE GIVEN UNDER P.A.R.CIV.P. 236**

  
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire  
Attorney for Plaintiff  
I.D. #11348  
1060 Andrew Drive, Suite 170  
W. Chester, PA 19380

The law firm of Burton Neil & Associates is a debt collector.

**FILED**

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MAR 04 2005 (E)

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William A. Shaw  
Prothonotary

1 CENT W/ NOTICE TO DEFT.  
STAMPED TO ATT

BANK OF AMERICA, N.A. (USA)

Plaintiff  
vs.

JOSEPH B SHADECK

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 04-1661-CD

: CIVIL ACTION - LAW

**Notice of Intention to File Praecipe for Default Judgment**

TO: Joseph B Shadeck  
229 Hurxthal Street  
Karthaus PA 16845-0175

Thomas Douch, Esquire  
23 Brilliant Avenue  
Pittsburgh, PA 15215

DATE OF NOTICE: December 20, 2004

**IMPORTANT NOTICE**

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 obligations to the claims set forth against you. Unless you act within ten (10) 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 your 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. 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.

**LAWYER REFERENCE AND  
INFORMATION SERVICE**

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

**BURTON NEIL & ASSOCIATES, P.C.**

BY: 

Burton Neil, Esquire  
Attorney for Plaintiff  
Identification No. 11348  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

59199

BURTON NEIL & ASSOCIATES, P.C.

BY: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

ATTORNEY FOR: Plaintiff

BANK OF AMERICA, N.A. (USA)  
Plaintiff

VS.

JOSEPH B SHADECK  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 04-1661-CD  
: CIVIL ACTION - LAW

**RULE OF CIVIL PROCEDURE NO. 236 (REVISED)**

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on

March 4, 2005.

Prothonotary

By: \_\_\_\_\_  
Deputy

If you have any questions concerning the above, please contact:

Burton Neil, Esquire  
Attorney for Party Filing  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
Phone: 610-696-2120

The law firm of Burton Neil & Associates is a debt collector.

FILED

MAR 04 2005

William A. Shaw  
Prothonotary

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

Bank of America, N.A.  
Plaintiff(s)

No.: 2004-01661-CD

Real Debt: \$12,044.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Joseph B. Shadeck  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 4, 2005

Expires: March 4, 2010

Certified from the record this March 4, 2005

\_\_\_\_\_  
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