

05-626-CD
Sovereign Bank et al vs. S. Mark et al

Sovereign Bank et al v. Sylvia Mark et al
2005-626-CD

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

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

: NO. 05-626-CD

: CIVIL DIVISION - LAW

:

NOTICE

Atty Pd
85.00
ICC SHA M/2.00/03/01
MAY 04 2005

 William A. Shaw
Prothonotary/Clerk of Courts

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim 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, 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

AVISO

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

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

: NO.

: CIVIL DIVISION - LAW

COMPLAINT

The Plaintiff, SOVEREIGN BANK, Assignee of COURTESY MOTOR SALES, INC., by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of FOURTEEN THOUSAND, SIX HUNDRED FORTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$14,644.56), along with interest thereon from October 28, 2004, upon a cause of action of which the following is a statement:

1. The Plaintiff, SOVEREIGN BANK, Assignee of COURTESY MOTOR SALES, INC., is a Federal Savings Bank having its principal office and place of business at 1130 Berkshire Boulevard, Wyomissing, Pennsylvania 19610.

2. The Defendant, SYLVIA M. MARKO, is an adult individual residing at 303 Stone Street, Osceloa Mills, Clearfield County, Pennsylvania 16666-1310.

3. On or about August 10, 2002, the Defendant entered into an Motor Vehicle Installment Sale Contract COURTESY MOTOR SALES, INC. which was immediate assigned to SOVEREIGN BANK for the purchase of a 2002 Dodge Grand Caravan A true and correct copy of said Motor Vehicle Installment Sale Contract is here to attached, marked Exhibit "A" and made a part hereof.

4. The Defendant defaulted on the obligation to make payments, and refused to honor the remaining contract payments.

5. On or about August 19, 2004 Defendant's 2002 Dodge Grand Caravan was repossessed with an outstanding balance due and owing of Twenty-Two Thousand, Nine Hundred Four Dollars and Thirty-Seven Cents (\$22,904.37) as shown by Plaintiff's August 23, 2004 letter to Defendant notifying Defendant of the balance due and a pending Private Sale of the collateral, hereto attached, marked Exhibit "B" and made a part hereof.

6. On or about September 14, 2004, Defendant's 2002 Dodge Grand Caravan was sold at Sale and Defendant was notified of the deficiency balance due and owing in the amount of Eleven Thousand, Six Hundred Forty-Three Dollars and Forty-One Cents (\$11,643.41) per Plaintiff's October 1, 2004 letter to Defendant hereto attached, marked Exhibit "C" and made a part hereof.

7. Due to Defendant's default in payment of said amount due and owing as aforesaid, interest has been added to said account in the total amount of Five Hundred Sixty Dollars and Thirty-Nine Cents (\$560.39).

8. Due to the default of Defendant, and pursuant to the terms and conditions of the Motor Vehicle Installment Sale Contract at Exhibit "A", attorney's fees in the total amount of Two Thousand, Four Hundred Forty Dollars and Seventy-Six Cents (\$2,440.76) have been added to said account.

9. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of FOURTEEN THOUSAND, SIX HUNDRED FORTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$14,644.56), along with interest thereon from October 28, 2004.

Respectfully submitted,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney ID No. 18041
Attorney for Plaintiff

we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. **USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

11. **OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we

be enforceable against your heirs and personal representatives or your estate.

16. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

17. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

18. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

19. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.**

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES 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.

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.



P.O. BOX 4020
Rocky Hill, CT 06067-4020

Aug-23-2004

To: SYLVIA M MARKO
303 STONE ST
OSCEOLA MILLS, PA 16666

RE: NOTICE OF REPOSSESSION OF A 2002 DODGE GRD CARAV
VIN #: 2B4GP44312R720631
LOAN NO: 7737429071

Dear Customer:

Please be advised that due to your default of a note dated Aug-10-2002, the above described property has been repossessed on Aug-19-2004. You have a right to redeem this property within twenty (20) days from the date on which the vehicle was repossessed by paying the full amount of your debt, \$22,904.37 plus reasonable expenses incurred by the repossession, preparation and sale of the collateral. The amount due should be paid to the Auto Finance Division, P.O. Box 4020, Rocky Hill, CT 06067-4020.

If you do not redeem the property in the manner described above, it shall be sold in a commercially reasonable manner by private sale on Sep-8-2004:

LENDERS FLEET SERVICES
155 NORTH MAIN STREET
BRANFORD, CT 06405

at 9:00am or any subsequent continuance date, and the proceeds shall be applied to the satisfaction of the unpaid balance on the contract or note, plus delinquency charges, less earned finance charges and insurance premiums.

If the proceeds are not sufficient, you shall, where permitted by state law, be liable for any deficiency, however, if the proceeds are in excess of the amount necessary to satisfy the above, the surplus shall be paid over to you without the necessity of any request on yo

Please contact the undersigned if you have any questions.

Very Truly Yours,

Sovereign Bank
(800)-274-5799 ext 776325 or 776372



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
2682	62274
2682	00007
2260	00000
2260	00000
7003	00000
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here	
Sent To	
Street, Apt. No.; or PO Box No.	
City, State, ZIP+4	



P.O. BOX 4020
Rocky Hill, CT 06067-4020

Oct-1-2004

To: SYLVIA M MARKO
303 STONE ST
OSCEOLA MILLS, PA 16666

RE: Account No: 7737429071

Dear SYLVIA M MARKO,

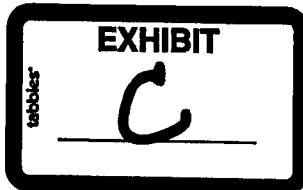
The sale of the collateral on the referenced loan took place on Sep-14-2004. The proceeds from the sale, after repossession expenses amounted to \$10,969.00. As a result of this sale there remains a deficiency balance of \$11,643.41.

It is imperative that you pay this deficiency in full immediately due to the fact that interest accrues monthly which will increase this amount. Failure to pay the above amount or make satisfactory payment arrangements, may result in further collection activity at additional cost to you.

If you have any questions concerning this matter, please feel free to contact the Auto Finance Division at (800) 933-9139 ext 775746.

Sovereign Bank

Recovery Department



VERIFICATION

I, Richard St. Jean, a legal specialist of Sovereign Bank, Assignee of COURTESY MOTOR SALES, INC., verify that the statements made in the foregoing document 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.

SOVEREIGN BANK

BY: Richard St. Jean
Richard St. Jean

TITLE: Legal Specialist

Dated: 8/1/05

RECEIVED

MAY 04 2005

PROSECUTOR'S OFFICE COURTS

TO THE NAMED DEFENDANT:

YOU ARE HEREBY NOTIFIED TO
PLEAD TO THE ENCLOSED
COMPLAINT WITHIN TWENTY (20)
DAYS OF SERVICE HEREOF OR A
DEFAULT JUDGMENT WILL BE
ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.

By: 

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100451
NO: 05-626-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: SOVEREIGN BANK, Assignee of COURTESY MOTOR SALES INC.
VS.
DEFENDANT: SYLVIA M. MARKO

SHERIFF RETURN

NOW, May 11, 2005 AT 9:40 AM SERVED THE WITHIN COMPLAINT ON SYLVIA M. MARKO DEFENDANT AT 303 STONE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SYLVIA M. MARKO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01/14/05
MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KNUPP	66623	10.00
SHERIFF HAWKINS	KNUPP	66623	34.57

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

*Chester A. Hawkins
Sylvia Marko Hawkins*
Chester A. Hawkins
Sheriff

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-00626-CD

CIVIL DIVISION - LAW

TO: PROTHONOTARY, COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR DEFAULT JUDGMENT

FILED *1cc & Notice*
M 11:04 PM to Def.
JUN 29 2005 *Statement*
William A. Shaw and 1cc
Prothonotary/Clerk of Courts to Atty
Atty pd. \$0.00 *OK*

Enter judgment in favor of Plaintiff and against Defendant(s), SYLVIA M. MARKO, named for failure
to file within the required time an Answer to the Complaint in the above-captioned case and assess the
Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$2,604.26
Interest from March 11, 2005 at the legal rate of 6% per annum	<u>\$45.57</u>
Total	\$2,649.83

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the
Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to
the date of the filing of this Praecipe. See Exhibits A & B attached.

KNUPP, KODAK & IMBLUM, P.C.

By 

Robert D. Kodak, Attorney for Plaintiff

DATED: Judgment entered and damages assessed as above.



Prothonotary

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

FILE *00001*

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

June 1, 2005

SYLVIA M MARKO
303 STONE STREET
OSCEOLA MILLS PA 16666-1310

RE: Sovereign Bank, Assignee of Courtesy Motor Sales, Inc.
VS: Sylvia M. Marko
No. 2005-00626-CD, Court of Common Pleas
Clearfield County, Commonwealth of Pennsylvania
Our File No. 31325

Dear Ms. Marko:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praeclipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.

Robert D. Kodak, Esq.

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

RDK/kqb

enclosure

cc: R D MATHEWSON ESQUIRE
105 N BELMONT AVENUE
MARGATE NJ 08402



#67737429071

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

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

: NO. 2005-00626-CD

: CIVIL DIVISION - LAW

IMPORTANT NOTICE

TO: SYLVIA M. MARKO, Defendant(s)
DATE OF NOTICE: June 1, 2005

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

AVISO IMPORTANTE

A: SYLVIA M. MARKO, Defendido
FECHA DEL AVISO: June 1, 2005

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE

EXHIBIT

B

NOTICE OF JUDGMENT

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Sovereign Bank
Courtesy Motor Sales, Inc.

Vs.

No. 2005-00626-CD

Sylvia M. Marko

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$2,649.83 on June 29, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

 COPY

Sovereign Bank
Courtesy Motor Sales, Inc.
Plaintiff(s)

No.: 2005-00626-CD

Real Debt: \$2,649.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sylvia M. Marko
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 29, 2005

Expires: June 29, 2010

Certified from the record this 29th day of June, 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

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-00626-CD

CIVIL DIVISION - LAW

AMENDED PRAECIPE

TO THE PROTHONOTARY:

Please Amend the Default Judgment issued by your office, on or about June 29, 2005, changing the Judgment amount to \$14,644.56 to match the Complaint amount prayed for.

TO CLEARFIELD COUNTY
Prothonotary

Dated: 9/10/05


Robert D. Kodak Attorney for Plaintiff
Attorney I.D. No. 18041

FILED ^{CCO} _{Notice}
m10:39 AM to Def.
SEP 19 2005
Statement
William A. Shaw ^{to Atty}
Prothonotary/Clerk of Courts
(60)

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



Sovereign Bank
Courtesy Motor Sales, Inc.
Plaintiff(s)

Docket:

No.: 2005-00626-CD

Real Debt: \$14,644.56

Atty's Comm:

Vs.

Costs: \$

Int. From:

Sylvia M. Marko
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 19, 2005

Expires: September 19, 2010

Certified from the record this 19th day of September, 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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

SOVEREIGN BANK, ASSIGNEE OF
COURTESY MOTOR SALES, INC.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No: _____ Term 20 _____

No. 2005-00626-CD Term 2005

Amount due \$ 14,644.56

Interest FROM DATE OF JGNT (09/19/05)

Atty's Cmm. \$ 732.23

and Costs TO BE DETERMINED\$

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against SYLVIA M. MARKO _____ Defendant (s),

(3) and against _____ Garnishee (s),

(4) and index this writ

(a) against SYLVIA M. MARKO _____ Defendant(s) and
(b) against _____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT ABOVE ADDRESS IN CLEARFIELD COUNTY, INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC.

(5) Exemption has (not) been waived.

Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 09/22/05

FILED
6

SEP 26 2005
a/c 2005
William A. Shaw
Prothonotary/Clerk of Courts

1 check to Army
6 Writs to Shao

Writ No. 2005-00626-CD Term 2005

SOVEREIGN BANK, ASSIGNEE OF
COURTESY MOTOR SALES, INC.

VSA

SYLVIA M. MARKO

PRAECL^EPIE FOR EXECUTION

Robert D. Kodak
Attorney for Plaintiff(s)

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which it issued. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which it issued. Paragraph (3) (above should be completed only in a named garnishee is to be included in the writ). Paragraph (4) (above should be completed only in a named garnishee is to be included in the writ). Paragraph (4) (a) should be completed only if it is necessary to another county to execute in the county of issuance, it is directed as authorized by Rule 3104(a). When the writ issues to another county it is required as of course in that county by the proper officer. See Rule 3104(b). Paragraph (4) (b) should be completed only if real property in the name of the garnishee is attached and it is necessary to another county to execute in the county of issuance, it is directed as authorized by Rule 3104(b). When the writ issues to another county it is required as of course in that county by the proper officer. See Rule 3104(c).

ELON

WRIT OF EXECUTION - NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgement against you. It may cause your property to be held or taken to pay the judgement. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

MAJOR EXEMPTION UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300.00 statutory exemption be

[] (I) set aside in kind (specify property to be set aside in kind):

[] (II) paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: () in cash () in kind (specify property):

(b) Social Security benefits on deposit in the amount of: \$ _____

(c) other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____

address

telephone no.

I verify that the statements made in this Claim for Exemption 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.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Sovereign Bank,
Courtesy Motor Sales, Inc.,

Vs.

NO.: 2005-00626-CD

Sylvia M. Marko,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SOVEREIGN BANK, COURTESY MOTOR SALES, INC., Plaintiff(s) from SYLVIA M. MARKO, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$14,644.56
INTEREST: \$from date of Jgmt. (09/19/05)
PROTH. COSTS: \$ 125.00
ATTY'S COMM: \$732.23
DATE: 09/26/2005

PAID: \$125.00
SHERIFF: \$ 44.57
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
717-238-7151

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20243
NO: 05-626-CD

PLAINTIFF: SOVEREIGN BANK, ASSIGNEE OF COURTESY MOTOR SALES, INC.
VS.
DEFENDANT: SYLVIA M. MARKO

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 09/26/2005

LEVY TAKEN 11/16/2005 @ 2:13 PM

POSTED 01/19/2006 @ 1:28 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/13/2006

FILED
01/10/2006
MAR 13 2006
W.A. Shaw
Prothonotary/Clerk of Courts

DETAILS

11/16/2005 @ 2:13 PM SERVED SYLVIA M. MARKO

SERVED SYLVIA M. MARKO, DEFENDANT, AT HER RESIDENCE 303 STONE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SYLVIA M. MARKO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

01/19/2006 @ 1:28 PM SERVED SYLVIA M. MARKO

SERVED SYLVIA M. MARKO, DEFENDANT, AT HER RESIDENCE 303 STONE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SYLVIA MARKO

A NOTICE OF SALE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, FEBRUARY 2, 2006 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF'S SALE SCHEDULED FOR FEBRUARY 24, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20243
NO: 05-626-CD

PLAINTIFF: SOVEREIGN BANK, ASSIGNEE OF COURTESY MOTOR SALES, INC.

vs.

DEFENDANT: SYLVIA M. MARKO

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$112.28

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by Cynthia Butler-Coughlin
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Sovereign Bank,
Courtesy Motor Sales, Inc.,

Vs.

NO.: 2005-00626-CD

Sylvia M. Marko,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SOVEREIGN BANK, COURTESY MOTOR SALES, INC., Plaintiff(s) from SYLVIA M. MARKO, , Defendant(s):

(13) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(14) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(15) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$14,644.56
INTEREST: \$from date of Jgmt. (09/19/05)
PROTH. COSTS: \$ 125.00
ATTY'S COMM: \$732.23
DATE: 09/26/2005

PAID: \$125.00
SHERIFF: \$ 44.57
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of September A.D. 2005
At 3:00 A.M.P.M.

Cynthia A. Hawkins
Sheriff by Cynthia Beller Aughenbaugh

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
717-238-7151

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME SYLVIA M. MARKO NO. 05-626-CD

NOW, March 11, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Sylvia M. Marko to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00	DEBT-AMOUNT DUE	14,644.56
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	19.40	FROM TO	
LEVY	20.00		
MILEAGE	19.40	PROTH SATISFACTION	
POSTING	9.00	LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.48	ATTORNEY COMMISSION	732.23
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	20.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		TOTAL DEBT AND INTEREST	\$15,678.64
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
		ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$112.28	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	112.28
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	169.57
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$281.85
		TOTAL COSTS	\$15,678.64

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7151
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

February 2, 2006

OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

RE: Sovereign Bank
VS: Sylvia Marko
No. 2005-626-CD, Court of Common Pleas, Clearfield County, PA
Our File No. 31325

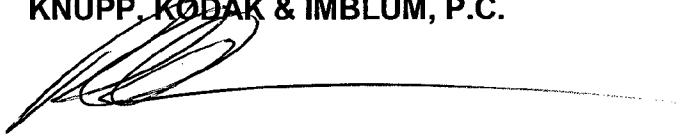
Dear Sheriff:

This matter is set for Sheriff's Sale on Friday, February 24, 2006. I am pleased to advised that we have entered into a payment arrangement with Mrs. Marko and she in fact has made her first \$150.00 monthly payment.

I am requesting that the above sale be cancelled, that the writ be stayed and that any unused costs be refunded to the undersigned.

Thank you for your attention in this matter.

Very truly yours,
KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
robert.kodak@verizon.net

RDK/rzs

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

c R D MATHEWSON ESQUIRE
105 N BELMONT AVENUE
MARGATE NJ 08402

#67737429071

SYLVIA M MARKO
105 N BELMONT AVENUE
OSCEOLA MILLS PA 16666-1310

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

SOVEREIGN BANK assignee of
Courtesy Motor Sales, Inc.

Plaintiff

vs

SYLVIA M. MARKO

Defendant(s)

C&G SAVINGS BANK

Garnishee

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CAMBRIA County, Pennsylvania

(2) against SYLVIA M. MARKO

(3) and against C& G Savings Bank

Defendant(s);

(4) and index this writ

(a) against SYLVIA M. MARKO

Garnishee(s);

(b) against C& G Savings Bank

Defendant(s) and

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:
(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy):

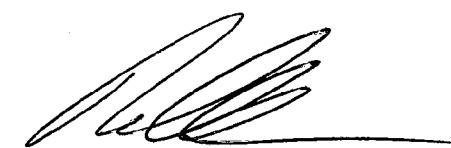
DO NOT LEVY, HOWEVER, GARNISH C&G SAVINGS BANK, 1306 SHOEMAKER STREET, NANTY GLO, PA 15943,
ACCOUNT #031001076, OR ANY OTHER ACCOUNTS UNDER DEFENDANT'S NAME.

(5) Exemption has (not) been waived.

FILED Atty pd. 20.00
MJD:aa/bt
SEP 10 2007 2ccs-6 wnts
to Atty

William A. Shaw
Prothonotary/Clerk of Courts to Atty

Dated 9/6/07


Robert D. Kodak, Esquire

PO Box 11848

Harrisburg, PA 17108

(717) 238-7152

Attorney For Plaintiff(s)

Paragrapah (4)(a) should be completed only in a named garnishee is to be included in the writ.
Writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).
Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.
Under Paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

NOTE

FILED

SEP 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

Writ No. _____ Term 20 _____

No. 2005-00626-CD Term 2005

SOVEREIGN BANK

VS

SYLVIA M. MARKO

PRAECLipe FOR EXECUTION

Robert D. Kodak

Attorney for Plaintiff(s)

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Sovereign Bank, assignee of
Courtesy Motor Sales, Inc.

Vs.

NO.: 2005-00626-CD

Sylvia M. Marko

C&G Savings Bank
Garnishee

COPY

TO THE SHERIFF OF CAMBRIA COUNTY:

To satisfy the judgment, interest and costs against SOVEREIGN BANK, Assignee of COURTESY MOTOR SALES, INC., Plaintiff(s) from SYLVIA M. MARKO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
DO NOT LEVY

You are also directed to attach the property of the defendant(s) not levied upon in the possession of: C&G Savings Bank as garnishee(s): as a lis pendens against the real property of the defendant in the name of the Garnishee. Account #031001076, or any other accounts under Defendant's name

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(2) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(3) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$14,194.56
INTEREST FROM from date of Judg.-9/19/05
ATTY'S COMM: \$709.73
DATE: 09/10/2007

PROTH. COSTS PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7152

Sheriff

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

v.

C & G SAVINGS BANK

Garnishee

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

:

: NO. 2005-00626-CD

:

: CIVIL DIVISION - LAW

:

:

: WRIT OF EXECUTION

PRAECIPE for ENTRY of JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Please enter Judgment in favor of the above Plaintiff and against NORTHWEST SAVINGS BANK, Garnishee, in the amount of \$2,132.95, being an amount the Garnishee admits in the attached Answers to Interrogatories of Attachment, to be the property of Defendant in its' possession, i.e. - the amount of TWO THOUSAND, ONE HUNDRED THIRTY-TWO DOLLARS AND NINETY-FIVE CENTS (\$2,132.95).

TO CLEARFIELD COUNTY

Prothonotary

Dated: October 16, 2007



Robert D. Kodak
Attorney for Plaintiff
Attorney I.D. No. 18041

FILED *MT 11:15 AM* Atty pd. 20.00
OCT 18 2007
Notice to
William A. Shaw
Prothonotary/Clerk of Courts
Garnishee
Statement to
Atty
GK

SOVEREIGN BANK, Assignee of
Courtesy Motor Sales, Inc.

Plaintiff

v

SYLVIA M. MARKO

Defendant(s)

v

C&G SAVINGS BANK

Garnishee

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2005-00626-CD

CIVIL ACTION - LAW

INTERROGATORIES IN ATTACHMENT TO GARNISHEE

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT
C&G SAVINGS BANK, GARNISHEE
1306 SHOEMAKER STREET
NANTY GLO, PA 15943

**YOU ARE REQUIRED TO FILE ANSWERS TO THE FOLLOWING
INTERROGATORIES WITHIN TWENTY (20) DAYS AFTER SERVICE UPON YOU.
FAILURE TO DO SO MAY RESULT IN JUDGMENT AGAINST YOU:**

1. At the time you were served, or at any subsequent time, did you owe the defendant(s) above-listed, account no. 031001076, or any other accounts under defendant(s) name(s), any money or were you liable to the defendant(s) on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? (If yes, please describe.)

ANSWER: Yes. Only account mentioned. \$2,132.95

2. At the time you were served, or at any subsequent time was there in your possession, custody or control, or in the joint possession, custody or control of yourself and one (1) or more other persons and/ or entities, any property of any nature owned solely or in part by the defendant(s)?(If yes, please describe.)

ANSWER: No

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant(s) held or claimed any interest? (If yes, please describe.)

ANSWER: No

4. At the time you were served, or at any subsequent time did you hold as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER: No

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so, what was the consideration therefor?

ANSWER: No

6. At any time after you were served, did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant(s) against you? (If yes, please describe.)

ANSWER: No

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

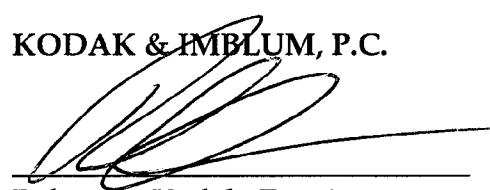
ANSWER: No electronic deposits.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

ANSWER:

Yes. Account 03,001076.

KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
Attorney for Plaintiff
407 North Front Street
Post Office Box 11848
Harrisburg, PA 17108-1848
(717) 238-7159
Supreme Court ID No. 18041

VERIFICATION

I, WENDY J. NAGLE, of C&G Savings Bank, Garnishee herein, verify that the statements made in these Interrogatories in Attachment 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.

BY: WENDY J. NAGLE
Wendy J. Nagle
ADDRESS: 1201 92TH ST
ALTOONA, PA 16601

Dated: 10/3/01

SOVEREIGN BANK, Assignee of COURTESY
MOTOR SALES, INC.

Plaintiff

v.

SYLVIA M. MARKO

Defendant(s)

v.

C & G SAVINGS BANK

Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 2005-00626-CD
:
: CIVIL DIVISION - LAW
:
:
:
:
: WRIT OF EXECUTION

OPY

To C & G SAVINGS BANK, Garnishee(s)

You are hereby notified that on October 18, 2007, the following
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$2,132.95.

DATE: 10/18/07

W. J. Nagle

Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

ATTN WENDY J NAGLE
C & G SAVINGS BANK - GARNISHEE
1201 12TH STREET
ALTOONA PA 16601

A/ C & G SAVINGS BANK, Garnishee/a /as

Por este medio se le esta notificando que el _____ de _____ del 20____, el/la
siguiente (Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certifico que la siguiente direccion es la del defendido/asegurado indicada en el
certificado de residencia:

ATTN WENDY J NAGLE
C & G SAVINGS BANK - GARNISHEE
1201 12TH STREET
ALTOONA PA 16601

Abogado del Demandante

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

Sovereign Bank
Courtesy Motor Sales, Inc.
Plaintiff(s)

No.: 2005-00626-CD

OPY

Real Debt: \$2,132.95

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sylvia M. Marko
Defendant(s)

Entry: \$20.00

Instrument: Judgment against
Garnishee C & G Savings Bank

C & G Savings Bank
Garnishee

Date of Entry: October 18, 2007

Expires: October 18, 2012

Certified from the record this 18th day of October, 2007.



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

FILED

OCT 29 2007

10/1/2007
William A. Shaw
Prothonotary/Clerk of Courts

1 cent to attorney

SOVEREIGN BANK

Plaintiff

v

SYLVIA M. MARKO

Defendant(s)

v

C&G SAVINGS BANK

Garnishee

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2006-00626-CD

CIVIL ACTION - LAW

PRAECIPE

TO THE PROTHONOTARY:

Please satisfy the judgment against the Garnishee, **C&G Savings Bank, ONLY**, in the above-captioned matter.

TO: Clearfield County
Prothonotary

Dated: October 26, 2007



Robert D. Kodak, Esquire Attorney for Plaintiff
Attorney I.D. No. 18041

LAW OFFICES OF
KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
kki.law@verizon.net

Telephone
717.238.7159
Facsimile
717.238.7158

Robert D. Kodak
Gary J. Imblum

October 26, 2007

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

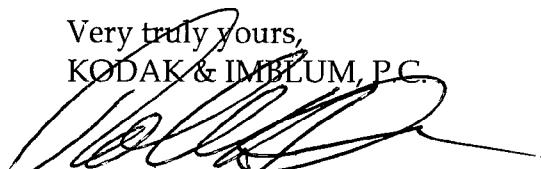
RE: Sovereign Bank
VS: Sylvia M. Marko
VS: C&G Savings Bank, Garnishee
No. 2005-00626-CD, Court of Common Pleas, Clearfield County, PA
Our File No. 31325

Dear Prothonotary:

Enclosed is our Praeclipe to Satisfy the Garnishment against **C&G Savings Bank** in the above-captioned matter along with our check in the amount of \$7.00 for the filing fee. Please file same in accordance with your local Rules and Regulations and provide a time-stamped copy to the undersigned in the stamped, self-addressed envelope.

As always, we thank you for the fine services provided by your office.

Very truly yours,
KODAK & IMBLUM, P.C.


Robert D. Kodak, Esquire

RDK/rzs
Enclosure(s)

c R D MATHEWSON ESQUIRE
105 N BELMONT AVENUE
MARGATE NJ 08402

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