

06-774-CD
Capital One Bank vs Nancy Crytser et al



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

CAPITAL ONE BANK

Plaintiff No: 2006-774-C0

vs.

COMPLAINT IN CIVIL ACTION

NANCY C CRYTSER
VERNON O CRYSTER

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05076443 C A Pit KEB

FILED

MAY 16 2006

PM/3:30/2006

William A. Shaw

Prothonotary/Clerk of Courts

2 sent to Shema

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No

NANCY C CRYTSER
VERNON O CRYSTER

Defendants

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET , NY 11791 .

2. Defendants are adult individual(s) residing at the address listed below:

NANCY C CRYTSER
1005 DUBOIS ST
DU BOIS, PA 15801

VERNON O CRYSTER
1005 DUBOIS ST
DU BOIS, PA 15801

3. Defendants applied for and received a credit card bearing the account number 5291071436985376 .

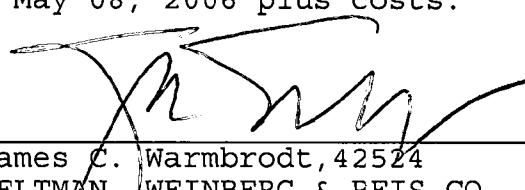
4. Defendants made use of said credit card and has a current balance due of \$2306.10 , as of May 08, 2006 .

5. Defendants are in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from May 08, 2006 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , NANCY C CRYTSER AND VERNON O CRYSTER , JOINTLY AND SEV , in the amount of \$2306.10 with continuing interest thereon at the rate of 25.900% per annum from May 08, 2006 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
05076443 C A Pit KEB

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Your account is delinquent.

We want to help!

05076443

- To protect your credit with us, you need to make a payment.
- We can help—but only if you call us.
- When you call, you can make a free check-by-phone payment.



Take Action!
Call Today!

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

014-1102

CapitalOne

MASTERCARD ACCOUNT
5291-0714-3698-5376

FEB 04 - MAR 03, 2003
Page 1 of 1

Account Summary

Previous Balance	\$1,226.71
Payments, Credits and Adjustments	\$113.06
Transactions	\$58.00
Finance Charges	\$23.00
 New Balance	 \$1,194.65
Minimum Amount Due	\$1,194.65
Payment Due Date	April 03, 2003
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	05 FEB	DEP BAL OFFSET - C/O	\$113.06-
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Transactions

2	04 FEB	OVERLIMIT FEE	\$29.00
3	03 MAR	PAST DUE FEE	29.00

Your request to close your account has been received. Your account will be closed when it reaches a \$0 balance. Until then, you will continue to receive statements and must continue to make payments. All terms and conditions of the account will apply while a balance remains. Please remember to cut your cards and cancel all charges which automatically bill to your account.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,036.38	.07096%	25.90%	\$20.59
CASH	\$121.39	.07096%	25.90%	\$2.41

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071436985376 03 1194650036671194650

New Balance	\$1,194.65
Minimum Amount Due	\$1,194.65
Payment Due Date	April 03, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5291-0714-3698-5376

Please print mailing address and/or e-mail changes below using blue or black ink.

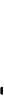
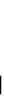
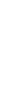
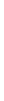
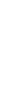
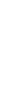
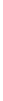
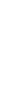
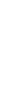
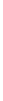
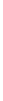
Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9006383621937080# MAIL ID NUMBER

NANCY C CRYSTER
VERNON O CRYSTER
1005 DUBOIS ST
DU BOIS PA 15801-2704

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

028690

                                                                                                                         <img alt="Barcode"

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is posted to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" indicated on the front of your statement by the next statement closing date, but did make a payment on the previous statement, unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the applicable segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. **Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, new purchases, new special purchases, new balance transfers) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of those daily calculations to arrive at your total finance charge for each segment. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. We then add up the "New Balance" shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then we add up the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code F (3-mo. LIBOR), L (3-mo. LIBOR), C (Citicorp of December), or S (Bankers Trust) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic rate(s). The periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

c. If the code D (Prime), F (1-mo. LIBOR), or O (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive the right to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may contact us to cancel your account or we may cancel your account by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You may destroy your credit card(s) and account access devices, cancel all other arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due, overlimit fees, returned payment fees, cash advances, fees for any other fees on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account. If it has already been closed. For example, if you authorized a purchase from a merchant and receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any bingo or gambling transactions.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information about your bill, you may write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation. If possible, if you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 tried 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your home address. (If you own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

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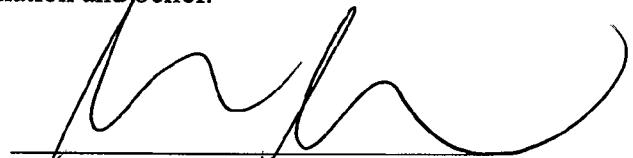
Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is SARA Rubin
(NAME)

Agent of capital One Bank plaintiff herein, that
(TITLE) (COMPANY)

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


(SIGNATURE)

WWR# 05076443

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

CAPITAL ONE BANK

Plaintiff

No. 06-774-CD

vs.

AMENDED COMPLAINT IN CIVIL ACTION

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

WWR#05076443

FILED *cc Shaw*
M 110:44 PM
JUN 09 2006 *WM*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

COMPLAINT

AND NOW COMES, Plaintiff, by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendants, NANCY C CRYTSER AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER, and, in support thereof, Plaintiff avers as follows:

1. The Plaintiff is a corporation with its principal place of business located at P.O. Box 85147, Richmond, VA 23285.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendants are adult individuals residing at 1005 DUBOIS ST DU BOIS, PA 15801 .
4. Defendants requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of JUNE 1, 2006, in the amount of \$2327.90.

5. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the balance.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, NANCY C CRYTSER

AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER, jointly and severally, in the amount of \$2327.90 with finance charges thereon at the rate of 25.90% per annum from JUNE 1, 2006, plus costs.

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

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



WILLIAM T. MOLCZAN, ESQUIRE

PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#: 05076443

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Sara Rubin
(NAME)

Agent of Capital One Bank, plaintiff herein, that
(TITLE) (COMPANY)

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



(SIGNATURE)

WWR# 0507443

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101630
NO: 06-774-CD
SERVICE # 1 OF 2
AMENDED COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: NANCY C. CRYTSER aka NANCY C. CRYSTER and VERNON O. CRYTSER aka VERNON O. CRYSTER

SHERIFF RETURN

NOW, June 23, 2006 AT 10:03 AM SERVED THE WITHIN AMENDED COMPLAINT ON NANCY C. CRYTSER aka NANCY C. CRYSTER DEFENDANT AT 1005 DUBOIS ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NANCY C. CRYTSER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
07/13/2006
JUL 13 2006
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101630
NO: 06-774-CD
SERVICE # 2 OF 2
AMENDED COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: NANCY C. CRYTSER aka NANCY C. CRYSTER and VERNON O. CRYTSER aka VERNON O. CRYSTER

SHERIFF RETURN

NOW, June 23, 2006 AT 10:03 AM SERVED THE WITHIN AMENDED COMPLAINT ON VERNON O. CRYTSER aka VERNON O. CRYSTER DEFENDANT AT 1005 DUBOIS ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NANCY C. CRYTSER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101630
NO: 06-774-CD
SERVICES 2
AMENDED COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: NANCY C. CRYTSER aka NANCY C. CRYSTER and VERNON O. CRYTSER aka VERNON O. CRYSTER

SHERIFF RETURN

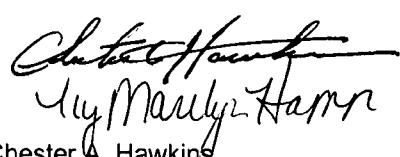
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2537057	20.00
SHERIFF HAWKINS	WELTMAN	2537057	40.91

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff No.2006-774-CD

vs.

**PRAECLPICE FOR ENTRY OF JUDGMENT
BY CONSENT**

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James G. Warmbrodt
Paid# 42524
Weltman, Weinberg & Reis Co.
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

PRAECLPICE
WWR#05076443
JUL 24 2006
3MT \$2351.51

FILED 7/24/2006 Atty pd. 20.00
JUL 24 2006 ICCS Notice
to Def.
William A. Shaw
Prothonotary/Clerk of Courts Statement + to
Atty

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-774-CD

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

PRAECIPE FOR JUDGMENT BY CONSENT

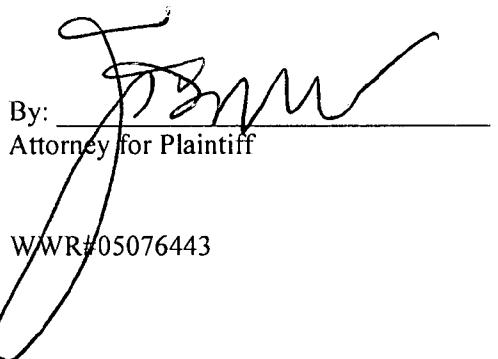
TO THE PROTHONOTARY:

IN P. AS CLEARLY
MAY BE

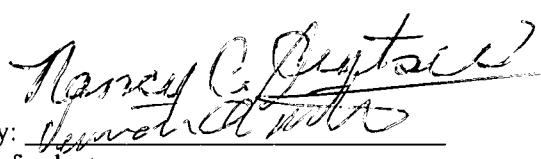
Kindly enter Judgment against Defendant, NANCY C CRYTSER AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER, in the amount of \$2351.51 plus costs, based upon the consent of the parties.
CONSENTED TO:

WELTMAN, WEINBERG & REIS CO., L.P.A.,
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER,

NANCY C CRYTSER

By: 
Attorney for Plaintiff

WWR#05076443

By: 
Nancy C CRYTSER
VERNON O CRYSTER

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-774-CD

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

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

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendants, NANCY C CRYTSER AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER, above-named, in the amount of \$2351.51 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendants admits indebtedness to Plaintiff in the amount of \$2351.51 with continuing interest thereon at a rate of 6.00% per annum plus costs from JUNE 27, 2006.
2. To secure the repayment of said indebtedness, Defendants agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendants, NANCY C CRYTSER AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER, in the amount of \$2351.51 plus continuing interest thereon at the rate of 6.00% per annum from JUNE 27, 2006 and costs.

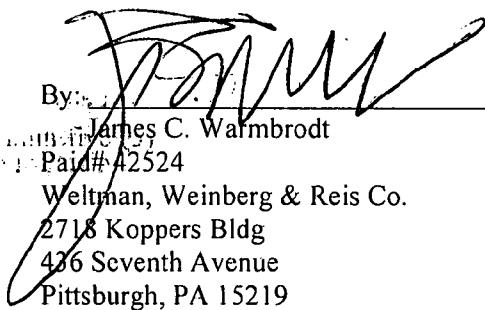
3. Plaintiff agrees not to execute on its Judgment so long as Defendants causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

- (a) \$100.00 due by 07/15/06;
- (b) \$100.00 due on the 15TH day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "CAPITAL ONE BANK"
5. All payments due under this agreement are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.
6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.
7. Time is of the essence of this agreement and should the Defendants fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.
8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendants in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 14 day of July,
20 86.

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


By: James C. Warmbrodt
Paid# 42524
Weltman, Weinberg & Reis Co.
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR No. 05076443


By: Nancy C. Crytser
Defendants, NANCY C CRYTSER AKA NANCY C CRYSTER VERNON O CRYTSER AKA VERNON O CRYSTER

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-774-CD

NANCY C CRYTSER
AKA NANCY C CRYSTER
VERNON O CRYTSER
AKA VERNON O CRYSTER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on July 24, 2006

Assumpsit Judgment in the amount
of \$2351.51 plus costs.

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

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

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

Prothonotary

NANCY C AND VERNON O CRYTSER
1005 DUBOIS ST
DU BOIS, PA 15801

By:

Walt L. Chapman
PROTHONOTARY (OR DEPUTY)

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

Capital One Bank
Plaintiff(s)

No.: 2006-00774-CD

Real Debt: \$2,351.51

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Nancy C. Crytser
Vernon O. Cryster
Defendant(s)

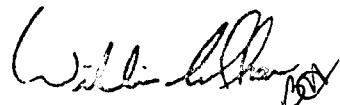
Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: July 24, 2006

Expires: July 24, 2011

Certified from the record this 24th day of July, 2006.



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

RQ

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

CAPITAL ONE BANK

Plaintiff No. 2006-774-CD

vs. PRAEICE FOR SATISFACTION OF
JUDGMENT

NANCY C CRYTSER
VERNON O CRYSTER

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C Warmbrodt, Esquire
PA. I.D.#42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05076443

FILED *Atty pd.
1/22/2009* 7.00
FEB 10 2009 *ICCS 1 Cert. of Sat.*
S *to Atty*
William A. Shaw
Prothonotary/Clerk of Courts
(ad)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 2006-774-CD

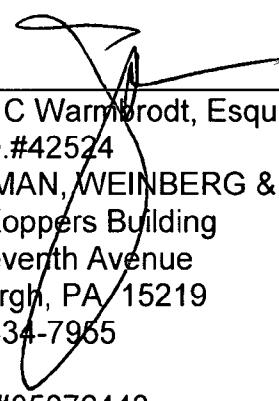
NANCY C CRYTSER
VERNON O CRYSTER

Defendants

PRAECIPE FOR SATISFACTION OF JUDGMENT

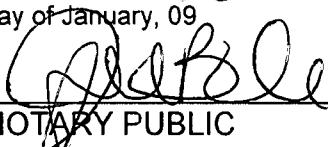
At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned
Judgment.

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

By: 
James C Warmbrodt, Esquire
PA. I.D.#42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #05076443

Sworn to and subscribed
before me this 23
day of January, 09


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer M. Borowski, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 22, 2012

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00774-CD

Capital One Bank

Debt: \$2,351.51

Vs.

Atty's Comm.:

Nancy C. Crytser
Vernon O. Cryster

Interest From:

Cost: \$7.00

NOW, Tuesday, February 10, 2009, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 10th day of February, A.D. 2009.



Prothonotary