

First National vs Timothy Connors  
2006-1210-CD

FILED 1cc Shff  
m 110:54/61 Any pd.  
JUL 28 2008 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

FIRST NATIONAL BANK OF OMAHA  
Plaintiff

v.

TIMOTHY CONNORS

Defendants

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

: NO. 06-1210-CD

: CIVIL DIVISION - LAW

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney 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

FIRST NATIONAL BANK OF OMAHA  
Plaintiff

v.

TIMOTHY CONNORS  
Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO.  
:  
: CIVIL DIVISION - LAW  
:

### COMPLAINT

The Plaintiff, FIRST NATIONAL BANK OF OMAHA, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of ELEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-FOUR CENTS (\$11,976.24), along with interest thereon at the rate of 28.360% from June 16, 2005, upon a cause of action of which the following is a statement:

1. The Plaintiff, FIRST NATIONAL BANK OF OMAHA, is a National Banking Association organized and existing under the laws of the state of Nebraska, having mailing address of Post Office Box 2951, Omaha, Nebraska, 68103-2951.
2. The Defendant, TIMOTHY CONNORS, is an adult individual residing at 785 Treasure Lk, Du Bois, Clearfield County, Pennsylvania 15801.
3. On or about July 12, 1994, Defendant did apply for a Visa Account with Plaintiff. Subsequent thereto Plaintiff issued same to Defendant to account number ending 4612. Upon receipt and use of said card, Defendant did agree to abide by Plaintiff's terms and conditions for the card as set forth on Plaintiff's Cardmember Agreement, attached hereto, marked **Exhibit "A"** and made a part hereof.

4. Defendant did, at various times, in various places, and for various amounts, avail himself of using the card for credit, thereby creating a balance due and owing in the amount of Nine Thousand Nine Hundred Eighty Dollars and Twenty Cents (\$9,980.20), as set forth on Plaintiff's Statement of Account attached hereto, marked as **Exhibit "B"** and made a part hereof.
5. The prices charged for said goods, wares, merchandise, services, and/or labor which Defendant charged on said card were just and reasonable, were the legal and market prices therefor and were the prices which the Defendant promised and agreed to pay.
6. Due to the default of Defendant, and pursuant to the terms and conditions of the Cardmember Agreement executed by Defendant hereto attached, marked Exhibit "A" and made a part hereof, attorney's fees in the total amount of One Thousand Nine Hundred Ninety-Six Dollars and Four Cents (\$1,996.04) have been added to said account.
7. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuse and neglect to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of ELEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-FOUR CENTS (\$11,976.24), along with interest thereon at the rate of 28.360% from June 16, 2005.

Respectfully submitted,  
**KNUPP, KODAK & IMBLUM, P.C.**



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

inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten days before such change.

**TRANSFERS:** We may transfer all or part of your account balance, along with our rights under this agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this agreement. You may not transfer your rights or obligations under this agreement.

**NON U.S. TRANSACTIONS:** Transactions in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of VISA and MasterCard. Those regulations currently provide that the conversion rate may be either (a) wholesale market rate or (b) government-mandated rate, in effect the day VISA or MasterCard processes the transaction, increased by an adjustment factor of 2%. Conversion may occur on a date other than the date of the transaction, which may affect the amount used.

**LAW:** This agreement and your account are governed by the law of the state of Nebraska, regardless of where you reside. You agree that all terms of this agreement shall be interpreted in accordance with the law of the state of Nebraska.

**NOTICE TO CREDIT BUREAUS:** Information about your account is periodically provided to one or more credit bureaus. If you wish to correct or delete information regarding your account, write to us at: First National Bank of Omaha, P.O. Box 1004, Omaha, NE 68103-0004.

**YOUR RIGHTS: KEEP THIS NOTICE FOR FUTURE USE** This notice contains important information about your rights and our obligations under the Fair Credit Billing Act.

**Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice:**

We must acknowledge your letter within 30 days, unless we have corrected

the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**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. 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. (This Special Rule for Credit Card Purchases applies only to purchases made with your credit card, not to purchases made with special checks.)

#### LIABILITY FOR UNAUTHORIZED USE

You will not be liable for unauthorized use of your credit card that occurs after you notify us at First National Bank of Omaha, P.O. Box 3696, Omaha, Nebraska 68103-0696, orally or in writing of the loss, theft or possible unauthorized use. In most cases you will not have any liability to us for unauthorized transactions. In some situations we may, to the extent permitted by law and relevant card association rules, hold you responsible for up to \$50 of unauthorized use that occurs before you notify us. In any case, your liability for unauthorized use will not exceed \$50.

## CARDMEMBER AGREEMENT

Please read this agreement and the enclosure for important information about your First National Bank of Omaha credit card account. Using or allowing someone else to use your account means you accept this agreement. (As used in this agreement: the words "you" and "your" mean each person named on the application for the account and anyone else who uses the account in any way; "we," "us" and "our" means First National Bank of Omaha, Omaha, Nebraska.) This agreement contains our most current terms and supersedes earlier materials you may have received.

**USING YOUR ACCOUNT:** You may make purchases and obtain cash advances by using your cards, your account number, or special checks that we send to you. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account.

**CHARGES BY OTHERS:** You are responsible for all charges made by anyone you allow to use your account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. We may consider charges made by your immediate family as authorized by you and your responsibility. If unauthorized use of your account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. You are each jointly and severally liable for all amounts due on this account regardless of which of you uses it or benefits from that use.

**CREDIT LIMIT/AUTHORIZATIONS:** You agree not to exceed the credit limit we establish for you and agree to immediately pay any amount in excess of your credit limit. If yours is a joint account, each of you may request credit limit increases. We may raise or lower your credit limit at our discretion and may restrict the amount of the credit limit available for cash advances. You may not use your account for and we may decline authorization for any illegal transaction. We may decline authorization for any Internet gambling transaction. We are not liable for declining authorization for any particular transaction, regardless of our reason.

**PAYING YOUR ACCOUNT:** You promise to pay all amounts due on your account. You agree to review your statements and to notify us promptly of any errors (see "Your Billing Rights" below). If you don't promptly notify us of a billing error, you agree that your statement will be considered to show what you are obligated to pay. You may pay all or part of the balance on your account at any time, but must pay at least the minimum payment by the due date shown on your monthly statement. If we do not receive your minimum payment within 5 days of your monthly due date, we may consider it a "missed payment". We may reject payments that are not in U.S. dollars drawn on a U.S. bank. We may accept payments which are marked "payment in full" or with similar markings without losing our right to receive payment in full (partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your statement).

**ACCRUAL OF FINANCE CHARGES:** We will accrue periodic rate Finance Charges on purchases from the date of posting and on cash advances from the date of the cash advance. These Finance Charges will be calculated at the end of each billing cycle. There is a 25-day grace period for Current Purchases. This means that periodic rate Finance Charges on Current Purchases will not be imposed if you pay your entire new balance within 25 days of the billing date ("Current Purchases" are: (a) new purchases made during the current billing cycle; and (b) purchases made during the preceding billing cycle if you paid the new balance for that cycle in full by the due date). To avoid additional Finance Charges being applied to Current Purchases on the next month's statement, pay the entire new balance on each statement in full by the due date. There is no grace period for cash advances.

**PERIODIC RATE FINANCE CHARGES:** Periodic rate Finance Charges will be calculated using daily periodic rates which correspond to certain Annual Percentage Rates. These rates may be different for purchases, cash advances, and other transactions as specified by us from time to time.

(A) If your account was opened with an introductory rate, the Preferred Rates for your account will be fixed at the "Intro Rate" shown on the enclosure until the end of the billing cycle shown on the enclosure under "Intro Period Good Thru."

(B) After the introductory rate expires (or if your account does not have an introductory rate), the Preferred Rates for your account will be the rates shown on the enclosure under the applicable "Current Rate." If those rates are variable, they will each be the greater of the "Floor Rate" shown on the enclosure or a daily periodic rate which is 1/165th of an ANNUAL PERCENTAGE RATE equal to the "Index Rate" plus the corresponding "Margin" shown on the enclosure. (If your account has an introductory rate, the "Current Rate" shown on the enclosure shows only what your Preferred Rate would be now if the introductory rate was not in effect.)

(C) If your account does not qualify for Preferred Rates, your periodic rate FINANCE CHARGES will be a variable "Delinquency Rate" equal to the greater of: (a) a daily periodic rate of .0657% which corresponds to an ANNUAL PERCENTAGE RATE of 23.99%; or (b) a daily periodic rate which is 1/165th of an ANNUAL PERCENTAGE RATE equal to the Index Rate plus 18%.

**VARIABLE RATE INFORMATION:** When variable rates are applicable to your account, they may vary from month to month. The "Index Rate" used in making variable rate adjustments will be the highest one-month London Interbank Offered Rate (LIBOR) each month as quoted in the *Wall Street Journal*. Changes in the Index Rate will be effective as of the first day of each billing cycle which includes the first day of the next month (for example, if the highest Index Rate during the month of June was on June 20th, new rates will be effective as of the first day of all billing cycles that include the 1st day of July). An increase in the Index Rate will increase the applicable daily periodic rates, which may increase the minimum payment due on your account.

**PREFERRED RATES:** Your account will qualify for Preferred Rates each billing cycle unless you have a missed payment: (a) more than twice in the

last six months or more than five times in the last 12 months; or (b) that has remained unpaid 30 days or more at any time in the last six months or if this has occurred more than once in the last 12 months; or (c) that has remained unpaid 60 days or more at any time in the last 12 months.

**FINANCE CHARGE AND BALANCE CALCULATIONS:** Periodic rate Finance Charges will accrue daily and be calculated on your account as follows. First, we will determine the average daily balances (including new transactions) of old and current purchases, cash advances and other specified transactions. To get each of these average daily balances, we take the applicable beginning balance each day, add any applicable new transactions (such as purchases, cash advances and fees), subtract any applicable payments or credits, and add the applicable Finance Charges for such day after taking into account such new transactions, payments and credits. This gives us a daily balance. Then, we add up all the applicable daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us an average daily balance. Second, we multiply each average daily balance by the applicable daily periodic rate and multiply that result by the number of days in the billing cycle.

**MINIMUM FINANCE CHARGE:** If periodic rate Finance Charges are billed in any billing period, the minimum billed periodic rate FINANCE CHARGE will be \$0.50.

**CASH ADVANCE FEE FINANCE CHARGES:** In addition to periodic rate Finance Charges, cash advance fee Finance Charges will be imposed on cash advance transactions. Cash advance fee FINANCE CHARGES will be the greater of \$10 or 3% of the amount of the transaction. We may waive cash advance fee Finance Charges in certain balance consolidation transactions. Cash advance fee Finance Charges will be added to the balance of your account for new cash advances.

**CASH EQUIVALENT TRANSACTIONS:** Cash advance fee FINANCE CHARGES for "cash equivalent transactions" will be the greater of \$10 or 5% of the amount of the transaction. "Cash equivalent transactions" are those with a merchant or service provider that VISA or MasterCard identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wages or gambling, or similar products or services; these transactions are also treated as cash advances for all other purposes on your account. Cash advance fee Finance Charges for cash equivalent transactions will be added to the balance of your account for new cash advances.

**ANNUAL FEE:** If your account has an annual membership fee, it is shown on the enclosure and will be charged to your account as a purchase. If no annual fee is shown, your account has no annual fee.

**OTHER FEES:** We may charge additional fees as in effect from time to time: (a) for each payment which is not received by its due date; (b) if your account is over its credit limit when billed; (c) for any payment check or special check which is dishonored for any reason; and (d) for stop payment orders on special checks. Currently, the fee for each of these occurrences is \$29. We may charge you \$5 for each sales draft copy you request (unless the request is related to an actual billing error) and \$10 for each additional or

replacement card that you request. We may also charge you a fee for copies of additional periodic statements that you request and for expedited delivery of additional or replacement cards that you request. All these fees will be added to your "current purchase" balance.

**REASONS FOR REQUIRING IMMEDIATE PAYMENT:** Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire account balance if you do not make any payment when due (except if you live in Wisconsin, you will not be in default until you fail to make any required payment on two occasions within 12 months), exceed your credit limit, die or become insolvent, give us false or misleading information, violate any other agreement you make with us or if we have reason to doubt your ability to repay us. If you live in Wisconsin, we may also close your account and require immediate payment of your entire balance if your spouse gives notice of termination of this agreement.

**TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES:** We may at any time, with or without cause and without advance notice, terminate this agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). Your obligations under this agreement continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this agreement without losing them.

**CHANGES IN TERMS:** We may change the terms of this agreement at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the outstanding balance of your account as well as to any transactions after the date of the change. In any event, use of your account after the date of the change will confirm that you agree to the change.

**CHECKS THAT ACCESS YOUR ACCOUNT:** Any special checks that we provide to you or issue on your behalf are treated as cash advance transactions, unless we indicate otherwise (for example, we may indicate that certain balance consolidation transactions will be treated as purchases). To stop payment on a special check, you must notify us of the number and amount of the check before we receive it (we need not stop payment on checks that we issue on your behalf). We may pay post-dated checks unless you follow the procedure for stop payments. Special checks may not be used to make payments on any account you have with us.

**CARDMEMBER BENEFITS:** Cardmember benefits are subject to change or termination without notice. Cardmember benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of those third parties.

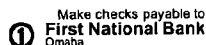
**COMMUNICATIONS WITH YOU AND OTHERS:** We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account. We may make



Account Number: 4418 0291 9306 4612  
Page 001 of 001  
Payment Due Date: November 15, 2005  
New Balance: \$9,980.20  
Minimum Payment Due: \$1,868.00

First National Bank Omaha  
P.O. Box 2951  
Omaha, NE 68103-2951

026669



TIMOTHY CONNORS  
785 TREASURE LK  
DU BOIS PA 15801-9016

Amount Enclosed  
Change of Address?  
☐ Please check box  
and complete  
reverse side.

4418029193064612 0000000186800 0000000998020

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition © Visa

Account Number: N 4418 0291 9306 4612

| Payment Due            |             | Account Summary        |             | Credit Line        |             |
|------------------------|-------------|------------------------|-------------|--------------------|-------------|
| Statement Closing Date | 10-21-05    | Previous Balance       | \$ 9,677.94 | Total Credit Limit | \$ 9,500.00 |
| Days in Billing Cycle  | 30          | Payments and Credits - | \$ 0.00     | Cash Limit †       | \$ 1,900.00 |
| Payment Due Date       | 11-15-05    | New Transactions       | +\$ 74.00   | Available Credit   | \$ 0.00     |
| Amount Past Due        | \$ 1,469.00 | Total Billed           |             | Available Cash     | \$ 0.00     |
| Minimum Payment Due    | \$ 1,868.00 | FINANCE CHARGES        | +\$ 228.26  |                    |             |
|                        |             | New Balance            | \$ 9,980.20 |                    |             |

| Purchase Date | Post Date | Transaction Summary     | Payments and Credits | New Transactions |
|---------------|-----------|-------------------------|----------------------|------------------|
| 10-18         | 10-21     | LATE CHARGE FEE         |                      | \$39.00          |
|               |           | 74418025294000294062000 |                      |                  |
| 10-21         | 10-21     | OVERLIMIT FEE           |                      | \$35.00          |
|               |           | 74418025294000294061000 |                      |                  |

Your account is past due. Your account has been closed and you may not make any purchases or obtain cash advances. Please submit a payment by return mail.

We have told a credit bureau about a late payment, missed payment or other default on your account. This information may be reflected in your credit report.

| Charge Summary | Average Daily Balance |             | Daily Periodic Rate | Corresponding APR | Annualized APR |
|----------------|-----------------------|-------------|---------------------|-------------------|----------------|
|                | Current               | Old         |                     |                   |                |
| Purchases      | \$ 6.37               | \$ 8,446.05 | 0.0777%             | 28.360%           | 28.36%         |
| Cash           | \$ 0.00               | \$ 1,341.84 | 0.0777%             | 28.360%           | 28.36%         |

Billed Periodic Rate FINANCE CHARGE \$228.26

|            |                       |                          |                                |                                            |
|------------|-----------------------|--------------------------|--------------------------------|--------------------------------------------|
| Need Help? | Online Access         | Customer Service         | Balance Transfer Hotline       | TDD Telecommunications Device for the Deaf |
|            | www.firstnational.com | Toll Free 1-888-530-3626 | Toll Free 1-800-340-2273 X1307 | Toll Free 1-800-925-2833                   |

Issued by First National Bank of Omaha

See reverse for additional information.

Thank You

For Your Business



OPEN DATE  
7-12-94  
LAST Pmt  
5-16-05

**VERIFICATION**

I, DAN THUSTOS RECOVER REPRESENTATIVE  
(name) (title)

of FIRST NATIONAL BANK OF OMAHA, 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.

**FIRST NATIONAL BANK OF OMAHA**

By: Dan Thustos

Title: RECOVER REPRESENTATIVE

Dated: 7/17/2006

32423

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101773  
NO: 06-1210-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: FIRST NATIONAL BANK OF OMAHA  
vs.  
DEFENDANT: TIMOTHY CONNORS

SHERIFF RETURN

NOW, August 01, 2006 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON TIMOTHY CONNORS DEFENDANT AT 785 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIMOTHY CONNORS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

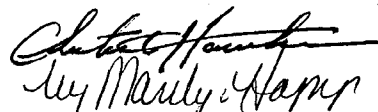
FILED  
0/3:30 am  
AUG 15 2006

| PURPOSE         | VENDOR | CHECK # | AMOUNT |
|-----------------|--------|---------|--------|
| SURCHARGE       | KNUPP  | 72809   | 10.00  |
| SHERIFF HAWKINS | KNUPP  | 72809   | 35.30  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED

AUG 15 2008

William A. Shaw  
Ft. Worth, TX

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

FIRST NATIONAL BANK OF OMAHA  
Plaintiff

vs.

TIMOTHY CONNORS  
Defendant

NO. 2006-1210-CD

**FILED**

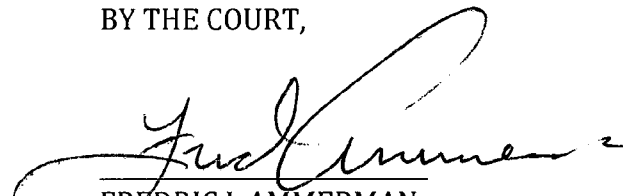
4 0/2:26/144  
MAR 2013

**ORDER**

William A. Shaw *WAS*  
Prothonotary/Clerk of Courts

NOW, this 15<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting that there has been no activity for a period of over six years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

**MAR 21 2013**

William A. Shaw  
Prothonotary/Clerk of Courts