

06-1361-CD
Capital One Bank vs Tammy L. Swoope

2006-1361-CD
Capital One vs Tammy Swoope

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

CAPITAL ONE BANK

Plaintiff

No. *06-1361-CD*

vs.

COMPLAINT IN CIVIL ACTION

TAMMY L SWOOP

Defendant

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.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05216200

FILED *Atty pd 85.00*
8/23/06 *ICC Shff*
AUG 23 2006

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.

TAMMY L SWOOP

Defendant

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.

TAMMY L SWOOP

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendant, TAMMY L SWOOP, and, in support thereof, Plaintiff avers as follows:

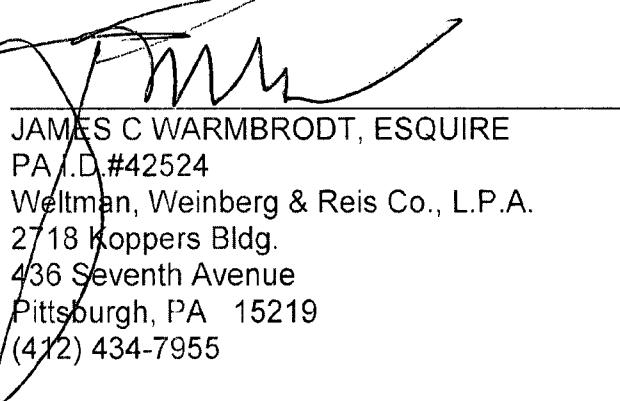
1. The Plaintiff is a corporation with its principal place of business located at P.O. Box 85147, Richmond, VA 23285.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at 971 PARK AVE APT # 7C CLEARFIELD, PA 16830 .
4. Defendant requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of AUGUST 18, 2006, in the amount of \$2,083.95. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, TAMMY L SWOOPE , individually, in the amount of \$2,083.95 with finance charges thereon at the rate of 25.9% per annum from AUGUST 18, 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.


JAMES C WARMBRODT, ESQUIRE
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#: 05216200

Your account is delinquent.

We want to help!



- 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.

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®

Account Summary

Previous Balance	\$1,068.01
Payments, Credits and Adjustments	\$0.00
Transactions	\$70.00
Finance Charges	\$23.60
 New Balance	 \$1,161.61
Minimum Amount Due	\$1,161.61
Payment Due Date	August 25, 2003
 Total Credit Line	 \$300
Total Available Credit	\$0.00
Credit Line for Cash	\$300
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

MASTERCARD ACCOUNT

5291-0717-9095-0719

JUN 26 - JUL 25, 2003

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	26 JUN	OVERLIMIT FEE	\$29.00
2	25 JUL	CAPITAL ONE MONTHLY MEMBER FEE	6.00
3	25 JUL	PAST DUE FEE	35.00

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.

You were assessed a past due fee of \$35.00 on 07/25/2003 because your minimum payment was not received by the due date of 07/25/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

"f"

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$760.32	.07096%	25.90%	\$16.19
CASH	\$348.24	.07096%	25.90%	\$7.41

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071790950719 25 1161610091241161610

New Balance	\$1,161.61
Minimum Amount Due	\$1,161.61
Payment Due Date	August 25, 2003
Total enclosed	\$ <input type="text"/>
Account Number:	5291-0717-9095-0719

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#9020751366381841# MAIL ID NUMBER
TAMMY L SWOOP
719 PARK AVE
APT # 8B
CLEARFIELD PA 16830-1038

049956

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

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

49956S

1. **How To Avoid A Finance Charge.**
† a. **Grace Period.** You will have a minimum grace period of 15 days after finance charges 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. **Accruing 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 processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay your total "New Balance" in the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable amount on 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 applied to the applicable amount on 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, purchases, special transfers and new purchase) by the corresponding daily periodic rate(s) that have 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 these daily calculations to arrive at your periodic finance charge. We then add the total periodic finance charge for your account. To get the total 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. We then subtract any periodic finance charge and 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. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which are not your purchases, special purchases, etc. 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 the days in the current 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 cycle. 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 for each segment, 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 all the daily balances for each segment and the total 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 P (Prime), C (3 mo., LIBOR), C (Certificate of Deposit), W (Variable), or G (3-mo. LIBOR Repriced Monthly) 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) ending in the month of January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (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 account agreement, we reserve the right to waive or not 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 pay the membership fee to us. If you do not pay the membership fee, we will cancel your account. You must continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the third day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider renewing your account and reauthorizing to re-open 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 fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. We will not accept your request to close your account if 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 we received payment instructions from the merchant, and 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 internet 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 account, write or call on a separate sheet as soon as possible to 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 error, the date of the bill or of the order and an explanation, if possible, of why 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 and the problem occurred in the same state or within 100 miles of your mailing address. (If we 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

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01LGLBAK

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 _____, 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#05216200

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101863
NO. 06-1361-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: TAMMY L. SWOOP

SHERIFF RETURN

NOW, August 26, 2006 AT 3:25 PM SERVED THE WITHIN COMPLAINT ON TAMMY L. SWOOP DEFENDANT AT 971 PARK AVE. APT C7, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY SWOOP, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED
0/3/14 un
SEP 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2585934	10.00
SHERIFF HAWKINS	WELTMAN	2585934	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK,

Plaintiff No. 06-1361-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

TAMMY L SWOOP

Defendant

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

WWR#05216200
Judgment Amount \$ 2,160.91

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED *1cc & Notice
to def.
M 11/24/06*
OCT 19 2006 *Statement to
Atty*
William A. Shaw
Prothonotary/Clerk of Courts
*Atty pd. 20.00
(40)*

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1361-CD

TAMMY L SWOOP

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, TAMMY L SWOOP above named, in the default of an Answer, in the amount of \$2,160.91 computed as follows:

Amount claimed in Complaint	\$2,083.95
Interest from AUGUST 18, 2006 TO OCTOBER 9, 2006 at the legal interest rate of 25.9% per annum	\$76.96
TOTAL	\$2,160.91

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: 
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#05216200

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 971 PARK AVE APT # 7C CLEARFIELD,PA 16830

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

CAPITAL ONE BANK,

Plaintiff

vs.

Civil Action No. 06-1361-CD

TAMMY L SWOOP

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 10/19/06

Assumpsit Judgment in the amount
of \$2,160.91 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

Prothonotary

By: Willie L. Hargad
PROTHONOTARY (OR DEPUTY)

TAMMY L SWOOP
971 PARK AVE APT # 7C
CLEARFIELD, PA 16830

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK,

Case no: 06-1361-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

TAMMY L SWOOPE

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

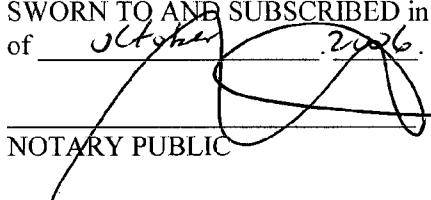
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, TAMMY L SWOOPE is not in the military service.

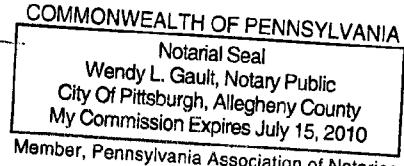
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, TAMMY L SWOOPE is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 12 day
of October 2006.


NOTARY PUBLIC



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.

Department of Defense Manpower Data Center

OCT-09-2006 07:50:37



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SWOOPE	TAMMY L		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: OIQBIMHLGD

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

CAPITAL ONE BANK

Plaintiff

Case # 06-1361-0

TAMMY L SWOOP

Defendant (s)

IMPORTANT NOTICE

TO: TAMMY L SWOOP
971 PARK AVE APT # 7C
CLEARFIELD, PA 16830

Date of Notice: 9/26/06
NWR#: 05216200

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 FOLLOWING 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.

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

BY: 
JAMES WARMBRODT, ESQUIRE
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CC: *[Handwritten signature]*

Capital One Bank
Plaintiff(s)

No.: 2006-01361-CD

Real Debt: \$2,160.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tammy L. Swoope
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 19, 2006

Expires: October 19, 2011

Certified from the record this 19th day of October, 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

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

CAPITAL ONE BANK

Plaintiff No. 06-1361-CD

vs. PRAECIPE FOR WRIT OF EXECUTION
(LEVY ONLY)

TAMMY L SWOOP

Defendant

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5216200

FILED Atty pd.
m/14/2008 \$20.00
JUL 24 2008 ICC@6wnts
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6)

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

Plaintiff

vs.

Civil Action No. 06-1361-CD

TAMMY L SWOOP

Defendant

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:

2. against TAMMY L SWOOP, Defendant

3. Judgment Amount	\$	2160.91
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Interest	\$	222.72
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Costs	\$	135.00
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SUBTOTAL:	\$	2518.63
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Costs (to be added by Prothonotary):	Prothonotary costs	\$	<u>125.00</u>
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WELTMAN, WEINBERG & REIS CO., L.P.A.

By: WTM

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#5216200

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1361-CD

TAMMY L SWOOP
Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: TAMMY L SWOOP, Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of N/A, as garnishee, N/A and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant 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.
- (3) If property of the defendant 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] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due \$ 2518.63

Costs to be added \$ 125.00 **Prothonotary costs**

Prothonotary



Deputy

DATED: 7/24/08

WWR#5216200

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CAPITAL ONE BANK

Plaintiff

No. 06-1361-CD

vs.

TAMMY L SWOOPES

Defendant

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. 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 and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below 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) Complete the claim form on the opposite side 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 when and where you are told to appear 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.

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named 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 statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) 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 & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

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 of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20810
NO: 06-1361-CD

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: TAMMY L. SWOOP

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 7/24/2008

LEVY TAKEN 9/25/2008 @ 2:25 PM

POSTED 10/17/2008 @ 3:24 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED

DATE DEED FILED

PROPERTY ADDRESS 971 PARK AVENUE, APT. #7C CLEARFIELD , PA 16830

43-21634
FILED
10/17/09 2011
William A. Shaffer
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$117.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2011

Chester A. Hawkins
by *Cynthia Bates - Deputy Sheriff*
Chester A. Hawkins
Sheriff

CAPITAL ONE BANK

vs
TAMMY L. SWOOP

1 8/27/2008 @ 1:16 PM SERVED TAMMY L. SWOOP

SERVED TAMMY L. SWOOP, DEFENDANT, AT HER RESIDENCE 971 PARK AVENUE, APT. #7C, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY SWOOP

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

2 10/17/200 @ 3:24 PM SERVED TAMMY L. SWOOP

SERVED TAMMY L. SWOOP, DEFENDANT, AT HER RESIDENCE 971 PARK AVENUE EXT., APT #7C, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. SWOOP

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

3. 1/5/2009 @ 11:20 AM SERVED TAMMY L. SWOOP

SERVED TAMMY L. SWOOP, DEFENDANT, AT HER RESIDENCE 971 PARK AVENUE EXT. APT #7C, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. SWOOP

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

@ SERVED

NOW, DECEMBER 5, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 12, 2008 FOR 60 DAYS.

@ SERVED

NOW, FEBRUARY 13, 2009 SHERIFF SALE NOT EXECUTED. THE PLAINTIFF DID NOT SHOW UP FOR THE SALE.

@ SERVED

NOW, NOVEMBER 8, 2011 RETURN WRIT AS UNEXECUTED; TIME EXPIRED.

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

CAPITAL ONE BANK
Plaintiff

vs.

Civil Action No. 06-1361-CD

TAMMY L SWOOPE
Defendant

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant 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.
- (3) If property of the defendant 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] such other person that he or she has been added as a garnishee and is enjoined as above sated

Amount due \$ 2518.63

Costs to be added..... \$ 125.00 Prothonotary costs

Prothonotary

Will H. Hayes Deputy

DATED: 7/24/08 Received this writ this 24th day
of July A.D. 2008
At 3:00 A.M./P.M.

WWR#5216200

Chester G. Henklein
Sheriff by Cynthia Bittner-Augustine

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TAMMY L. SWOOPES NO. 06-1361-CD

NOW, November 09, 2011, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Tammy L. Swoope 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:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	20.00
MILEAGE	2.00
POSTING	9.00
CSDS	
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	2.00
DEED	
ADD'L POSTING	9.00
ADD'L MILEAGE	4.00
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$117.68

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	2,160.91
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	135.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	222.72
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$2,538.63

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	117.68
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$242.68

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

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

ATTORNEYS AT LAW
2718 Koppers Bldg., 436 7th Ave.
Pittsburgh, PA 15219
Main Phone: 412 434-7955
Fax Number: 412 434-7959
www.wgltm.com

Fax Transmittal

Date: DECEMBER 5, 2008 No. of Pages: 1
To: CLEARFIELD COUNTY SHERIFF. Fax Number: 814-765-5915
From: WWR-Chad Direct Line: 412.434.7955

Comments

RE: Capital One Bank vs. Tammy L. Swoope Case No.: 06-1361-CD WWR#5216200

Please CONTINUE the sheriffs sale scheduled for 12/5/08 at 10:00AM on the above matter for 60 days & contact me with the new sale date once it is set. If you should have any questions or concerns please contact me. THANKS!

WINTER

Cincinnati, OH • Cleveland, OH • Columbus, OH • Detroit, MI • Mount Holly, NJ • Philadelphia, PA

CONFIDENTIALITY NOTICE

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