

07-250-CD
HSBC Nevada vs James L. Love

HSBC Nevada vs James L Love
2007-250-CD

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

HSBC NEVADA BANK, N.A.

Plaintiff

No. 07-250-CD

vs.

COMPLAINT IN CIVIL ACTION

JAMES L LOVE

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warinbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05491167

FILED Atty pd. 85.00
M 11:35 AM FEB 16 2007 cc Sheriff
FEB 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

HSBC NEVADA BANK, N.A.

Plaintiff

vs.

Civil Action No.

JAMES L LOVE

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.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON 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 is a corporation with offices at 1111 Towne Center Drive, Las Vegas, NV 89193-8724.
2. Defendant is an adult individual residing at 518 BRISBIN ST HOUTZDALE,PA 16651.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5480420001645587.
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of January 30, 2007, in the amount of \$6331.78. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the statutory rate of 6% per annum on the unpaid balance.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, JAMES L LOVE individually, in the amount of \$6331.78 with continuing finance charges thereon at the statutory rate of 6% per annum from the date of judgment, 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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:05491167

TEAMSTERS PRIVILEGE MASTERCARD STATEMENT

JAMES L LOVE

Page 1 of 2

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5480-4200-0164-5587	PAST DUE AMOUNT	\$1,025.00	PREVIOUS BALANCE	\$6,888.92
TOTAL CREDIT LIMIT	\$6,000	MINIMUM PAYMENT*	\$157.00	PAYMENTS/CREDITS	- \$67.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$1,182.00	PURCHASES/DEBITS	+ \$68.00
		PAYMENT REQUESTED BY	10/08/04		
		OVERLIMIT AMOUNT	\$977.78		
STATEMENT DATE	09/13/04	*See reverse side for an explanation of these amounts.		FINANCE CHARGE	+ \$87.86
				NEW BALANCE	= \$6,977.78

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	AMOUNT CREDITS
08/20	08/20	CHECK BY PHONE PAYMENT	00000000000082059695009	\$67.00	
09/07/04		LATE CHARGE ASSESSMENT	1000003000000999958510	\$29.00	
08/2008/20		CHECK BY PHONE FEE (ACH)	00000000000082059695010	\$10.00	
08/2808/29		OVERLIMIT CHARGE ASSESSMENT	1000003000000999974890	\$29.00	

MAIL PAYMENTS TO:
 HOUSEHOLD CREDIT SERVICES
 PO BOX 17051
 BALTIMORE MD 21297-1051

010232 E 13
 PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
 To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5480-4200-0164-5587
 New Balance \$6,977.78
 Payment Requested By 10/08/04 Current Payment Due \$1,182.00

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment requested by date to ensure timely delivery.

Amount
Enclosed

EXHIBIT

JAMES L LOVE
 518 BRISBIN ST
 HOUTZDALE PA 16651-1207

HOUSEHOLD CREDIT SERVICES
 PO BOX 17051
 BALTIMORE MD 21297-1051

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 Ariel Mendoza Manager of HSBC Nevada, NA, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct the best of his/her knowledge, information and belief.



(Signature)

Wwr#

FILED

FEB 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102459
NO: 07-250-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: HSBC NEVADA BANK. N.A.

vs.

DEFENDANT: JAMES L. LOVE

SHERIFF RETURN

NOW, February 23, 2007 AT 10:22 AM SERVED THE WITHIN COMPLAINT ON JAMES L. LOVE DEFENDANT AT 518 BRISBIN ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAKE LOVE, GRANDSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8407479	10.00
SHERIFF HAWKINS	WELTMAN	8407479	35.46

FILED
09:40 AM
MAY 11 2007
[Handwritten signature]

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

*Chester A. Hawkins
by Maelyn Hamer*
Chester A. Hawkins
Sheriff

FILED

MAY 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

HSBC NEVADA BANK, N.A.

Plaintiff No. : 07-250-CD
vs. PRAEICE FOR DEFAULT JUDGMENT
L LOVE
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#05491167
Judgment Amount \$ 6331.78

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

FILED Atty pd. \$0.00
JUL 12 2001 11:20:04 AM (EDT) ICCQ Notice
to Def.
William A. Shaw
Prothonotary/Clerk of Courts Statement to Atty
(GP)

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

HSBC NEVADA BANK, N.A

Plaintiff

vs.

Civil Action No. : 07-250-CD

JAMES L LOVE

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JAMES L LOVE above named, in the default of an Answer, in the amount of \$6331.78 computed as follows:

Amount claimed in Complaint	\$6331.78
Interest from date of judgment at the legal interest rate of 6% per annum	
TOTAL	\$6331.78

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#05491167

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: 518 BRISBIN STREET, HOUTZDALE, PA 16651

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

HSBC BANK NEVADA, N.A.

Plaintiff

Case # 07-250-CD

JAMES L LOVE

Defendant(s)

IMPORTANT NOTICE

TO: JAMES L LOVE
518 BRISBIN ST.
HOUTZDALE, PA 16651

Date of Notice: 4/26/07
WWR#: 05491167

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

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

HSBC NEVADA BANK, N.A.

Case no: : 07-250-CD

Plaintiff **NON-MILITARY AFFIDAVIT**
vs.

JAMES L LOVE

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, JAMES L LOVE 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, JAMES L LOVE is not in the military service.

Further Affiant saith naught.

Walt H. Jr.
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 27th day
of June, 2007.

John D. Miller
NOTARY PUBLIC

COM. OF PENNS.
State Seal
y, No
gh, A.
1 Exp'd
nia A.

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

JUN-27-2007 04:59:56



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
LOVE	JAMES		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; #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: BDLVCUFQPSY

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

COPY

HSBC NEVADA BANK, N.A

Plaintiff

vs.

Civil Action No. : 07-250-CD

JAMES L LOVE

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 7/21/07

Assumpsit Judgment in the amount
of \$6331.78 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-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: William L. Hargan
PROTHONOTARY (OR DEPUTY)

JAMES L LOVE
518 BRISBIN STREET
HOUTZDALE, PA 16651

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

COPY

HSBC Nevada Bank, N.A.

Plaintiff(s)

No.: 2007-00250-CD

Real Debt: \$6,331.78

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James L. Love

Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 12, 2007

Expires: July 12, 2012

Certified from the record this 12th day of July, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

HSBC BANK NEVADA, N.A.

Plaintiff

No. 07-250-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)**

JAMES L LOVE

Defendant(s)

FIRST COMMONWEALTH BANK

Garnishee(s)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED Atty pd.
M 7/1/2011 20.00
JUN 06 2011
S
William A. Shaw
Prothonotary/Clerk of Courts
300 Allegheny
Wants to
Sheriff
(60)

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

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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 JAMES L LOVE , Defendant

3. against FIRST COMMONWEALTH BANK, , , Garnishee

4. Judgment Amount \$ \$6,331.78

Less payments/credits received \$ \$3,300.00

Interest \$ \$179.60

Costs \$

SUBTOTAL: \$ \$3,211.38

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

By _____
Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

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
Courthouse
1 N Second Street
Clearfield, PA 16830
Telephone Number: (814) 765-2641 ext

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.

FILED

JUN 06 2011

William A. Straw
Prothonotary/Clerk of Courts

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

HSBC BANK NEVADA, N.A.

Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE

Defendant(s)

FIRST COMMONWEALTH BANK

Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JAMES L LOVE Defendant(s); You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK; ; , AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD, PA 16830; ; 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 (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which 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
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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
 - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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

(2) 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 stated

Amount due \$ \$3,211.38

Costs to be added..... \$ _____

Prothonotary *W.W. Ritter* *625.00* Prothonotary costs

DATED: 1/26/11

W.W. Ritter Deputy

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

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

S **FILED** NO CC
JUN 06 2011
WWR No. 11118624
William A. Shaw
prothonotary/Clerk of Courts

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

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
16830

RE: JAMES L LOVE , 518 BRISBIN ST, HOUTZDALE, PA 16651

Suggested Reference No.: XXX-XX-6794
XXX-XX-

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

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

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

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

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

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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



By: _____

Matthew D. Urban, Esquire
PA I.D. #90963

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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 _____
(Name)

(Title) of _____, garnishee herein,

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

(SIGNATURE)

FILED

JUN 06 2011

William A. Shaw
Prothonotary/Clerk of Courts

To Deputy 6/8/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-250-CD

HSBC BANK NEVADA, N.A.

vs

JAMES L. LOVE

TO: FIRST COMMONWEALTH BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/04/2011 HEARING: PAGE: 108549

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee
ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
6/13/2011
JUN 13 2011
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 6-13-2011 AT 1:40 AM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK, Garnishee,
DEFENDANT

BY HANDING TO Christina Taylor, P.I.C.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM /HER THE CONTENTS
THEREOF.

ADDRESS SERVED 14303 Clearfield Shawville Hwy.
Clearfield, Pa. 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

FILED

JUN 13 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108549
NO: 07-250-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: HSBC BANK NEVADA, N.A.
vs.
DEFENDANT: JAMES L. LOVE
TO: FIRST COMMONWEALTH BANK, Garnishee

FILED *RE*

5 JUN 15 2011

O / 2001

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	5200869	20.00
SHERIFF HAWKINS	WELTMAN	5200869	28.00

Sworn to Before Me This

So Answers,

Day of _____ 2011

Chester A. Hawkins
by Marilyn Harr

Chester A. Hawkins
Sheriff

FILED
JUN 15 2011
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108549

2 of 2

HSBC BANK NEVADA, N.A.
-vs-
JAMES L. LOVE
TO: FIRST COMMONWEALTH BANK, Garnishee

NO. 07-250-CD
WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW JUNE 14, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE
TO: JAMES L. LOVE, DEFENDANT
AT: 518 BRISBIN ST., HOUTZDALE, PA. 16651
IN THE S.A.S.E.

FILED

JUN 15 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

Answers to
INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
M 10:22 am
JUN 21 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

RECEIVED

JUN 13 2011

HSBC BANK NEVADA, N.A.
Plaintiff

vs.

Civil Action No. 07-250-CD

JAMES L LOVE
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA
15830

RE: JAMES L LOVE, 518 BRISBIN ST, HOUTZDALE, PA 16651

Suggested Reference No.: XXX-XX-6794
XXX-XX-

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

For all answers to this and the foregoing Interrogatories, see Exhibit "A" attached hereto and made part of hereof.

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

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

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

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

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

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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



By: _____

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes

a. Checking account number 7110190142 into James Love or Gail Love,
account relation is husband and wife therefore no funds were held.

2. No

3. No

4. No

5. No

6. No

7. No

8. See #1a above

9. June 13, 2011

10. N/A

11. N/A

12. N/A

CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA CERTIFIED U.S. MAIL

*James Love
Gail Love
518 Brisbin St.
Houtzdale, PA 16651-1207*

As Defendant

VIA REGULAR U.S. MAIL

*Matthew D. Urban, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219*

As Plaintiff

Leda E. McCracken

Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

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

BY: James C Warmbrodt, Esquire
I.D. No.42524
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
Phone: 412.434.7955
Fax: 412.434.7959
File # 5491167

Attorney for Plaintiff(s)

FILED
M 19-04-2011 NO
JUL 11 2011 CC

William A. Shaw
Prothonotary/Clerk of Courts

HSBC BANK NEVADA, N.A.

Clearfield County
Court of Common Pleas

vs.

JAMES L LOVE

NO. 07-250-CD

and

FIRST COMMONWEALTH BANK

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), FIRST
COMMONWEALTH BANK, only.

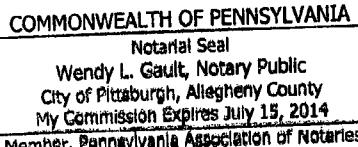
WELTMAN, WEINBERG & REIS CO., L.P.A.

By _____

James C Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed
Before me the 20 day of June, 2011

NOTARY PUBLIC



FILED

JUL 11 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

BY: William T. Molczan, Esquire
I.D. No. 47437
436 Seventh Avenue, Suite 1400
Pittsburgh, PA. 15219
Phone: 412.434.7955
Fax: 412.434.7959
File # 5491167

Attorney for Plaintiff(s)

S
FILED NO
JUN 12 2012 CC
William A. Shaw
Prothonotary/Clerk of Courts

HSBC BANK NEVADA, N.A.

CLEARFIELD County
Court of Common Pleas

vs.

07-250-CD

JAMES L LOVE

**PRAECIPE TO SUBSTITUTE PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 2352**

TO THE PROTHONOTARY:

1. This matter involves a collection action instituted by Plaintiff, HSBC BANK NEVADA, N.A., against Defendant(s).
2. On or about May 1, 2012 Plaintiff, HSBC BANK NEVADA, N.A., assigned the account which is the subject matter of this action to Capital One, N.A.. See attached as Exhibit A, a copy of the Assignment of this account from current Plaintiff to Capital One, N.A..
3. Pursuant to the foregoing, kindly substitute Capital One, N.A. for HSBC BANK NEVADA, N.A. as Plaintiff in the above matter.

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

By

W.T. Molczan
William T. Molczan, Esquire
Attorney for Plaintiff

EXHIBIT A

BILL OF SALE

This BILL OF SALE (the "Bill of Sale") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a "Transferring Entity"), in favor of Capital One, National Association, a national banking association ("CONA"), and Capital One Bank (USA), National Association, a national banking association ("COBNA"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("Purchaser");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "Agreement");

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "Applicable Acquired Assets");

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to Sections 3.2(c) and 3.3(b) of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.

b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.

c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.

d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

[signature pages have been distributed separately]

[Signature Page Bill of Sale]

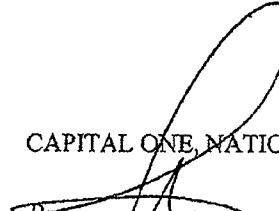
HSBC BANK NEVADA, N.A.

By: Mike Reeves

Name: Mike Reeves

Title: Executive Vice President, Chief Financial
Officer and Treasurer*[Signature Page to Bill of Sale]*

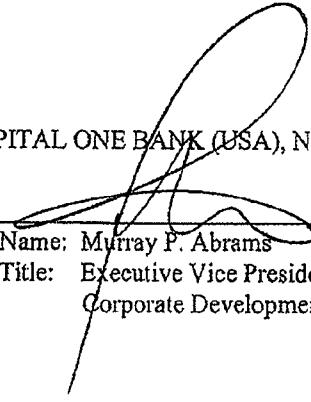
CAPITAL ONE, NATIONAL ASSOCIATION

By 

Name: Murray P. Abrams
Title: Executive Vice President,
Corporate Development

[Signature Page to Bill of Sale]

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By: 

Name: Murray P. Abrams
Title: Executive Vice President,
Corporate Development

[Signature Page to Bill of Sale]

Annex A

Allocations

1. The following Applicable Acquired Assets are hereby assigned to COBNA but only to the extent such Applicable Acquired Assets relate to the products set forth on Schedule A hereto (provided that any such Applicable Acquired Asset that is not fully separable between COBNA and CONA based on the products set forth on Schedule A shall not be assigned to COBNA and is instead hereby assigned to CONA in accordance with paragraph (2) below):

Acquired Assets

- i. All CRS Accounts and all Gross Receivables and Accrued Interest and Fees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;
- ii. All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
- iii. All loans associated with CRS Accounts (other than the Excluded Accounts);
- iv. The right to receive Interchange Fees and annual or other fees from Borrowers under the CRS Accounts, including the *pro rata* portion of any annual or other fees from Borrowers under the CRS Accounts for any period after the Effective Time;
- v. The *pro rata* portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
- vi. the Books and Records and Cardholder List;
- vii. All BINs and ICAs used for the CRS Accounts;
- viii. Any security deposits related to Acquired Assets (if any);
- ix. Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Entities; and
- x. The Other Specified Assets that are: (1) loans without recourse, (2) contra credit balances, (3) other miscellaneous receivables and (4) unbilled and accrued interest less the *pro rata* portion of annual or other fees.

2. All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Acquired Assets that are transferred to COBNA pursuant to paragraph (1) above are hereby transferred to CONA.

Schedule A

Products

1. American DreamCard
2. Cash Rewards
3. Client 5221
4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l – Inactive logo)
5. Direct Merchants Bank Discover Network Card
6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
7. Direct Rewards Platinum MasterCard
8. DMB
9. Household Bank
10. Household Bank - unsecured
11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
12. Household Bank Refund Rewards Buying Card
13. Household Bank Secured
14. Household Bank Visa
15. HSBC
16. HSBC American Express
17. HSBC Discover Network Card
18. HSBC Platinum MasterCard
19. HSBC Platinum Visa
20. Metris Co
21. Orchard Bank Standard Secured
22. Orchard Bank Unsecured
23. Platinum MasterCard - Unbranded
24. Platinum Visa - Unbranded
25. Premier World MasterCard
26. Red Hat Society

FILED

JUN 14 2012

William A. Shaw
Prothonotary/Clerk of Courts