

07-1042-CD
Oliphant Fin. Vs Patricia A. Martin

2007-1042-CD
Oliphant Fin et al vs Patricia Martin

H0073220

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

Goldman & Warshaw, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
34 Maple Ave, Ste.101, POB 106
Pine Brook, NJ 07058-0106
973/439-0077

OLIPHANT FINANCIAL, LLC as
assignee of HOUSEHOLD BANK/
ORCHARD BANK/MC
1800 2ND ST
SARASOTA, FL 34230

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1042-CD

PATRICIA A MARTIN
1394 PINE GLEN RD
KARTHAUS PA 16845-9203

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY 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 JUDGEMENT 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.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED 2cc Sheriff
m/3/02
JUN 29 2002
Atty pd. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$2,341.67.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$2,341.67 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

6. Defendant's last payment on account was made on 7/4/03.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$2,341.67 plus applicable costs, interest and attorney's fees.

Goldman & Warshaw, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
Attorney for Plaintiff

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.


FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

FROM :

FAX NO. :

Apr. 13 2004 11:30PM P2

Household (NV) - HNV04002
Port 404 Inv 1204

BILL OF SALE

HOUSEHOLD CARD SERVICES INC. ("Seller"), for value received and pursuant to the terms and conditions of the Receivables Purchase Agreement ("Agreement") dated April 12, 2002 between Seller and Household Bank (SB), N.A., and MRC RECEIVABLES CORPORATION, a Delaware corporation, ("Purchaser"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain Purchased Receivables (as defined in the Agreement) listed on the attached Exhibit A (Sale File), without recourse and without representation of, or warranty of, collectability, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 24th day of March, 2004.

HOUSEHOLD CARD SERVICES INC.
By: *John F. Whalen*
Name: John F. Whalen
Title: vice president

PORT
168

FROM :

FAX NO. :

Apr. 05 2004 10:37PM P20

EXHIBIT B

ASSIGNMENT AND BILL OF SALE

For value received, and under the terms and conditions of the Purchase Agreement between MRC Receivables Corporation ("Seller") and Houston Funding Corporation ("Purchaser"), dated March 24, 2004 (the "Agreement"), Seller does hereby absolutely convey, transfer and assign to Purchaser (and Purchaser, subject thereto, hereby accepts) all right, title and interest of Seller in and to those certain credit card receivables (the "Accounts"), described in the Sale File, incorporated by reference and made a part hereof for all purposes, together with the right to collect all principal, interest, or other proceeds of any kind that may be due and owing as of the Closing Date with respect thereto, without recourse and without representation of, or warranty of, collectability, or otherwise, except to the extent provided for within the Agreement.

Capitalized terms shall have the meanings set forth in the Agreement.

This Assignment and Bill of Sale is executed without recourse except as stated in the Agreement.

DATED: March 24, 2004

Seller: MRC Receivables Corporation

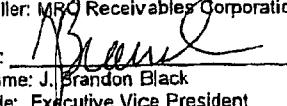
By: 
Name: J. Brandon Black
Title: Executive Vice President

EXHIBIT B
ASSIGNMENT AND BILL OF SALE

For value received, and under the terms and conditions of the Purchase Agreement between MRC Receivables Corporation ("Seller") and Houston Funding Corporation ("Purchaser"), dated March 24, 2004 (the "Agreement"), Houston Funding Corporation does hereby absolutely convey, transfer and assign to Southwest Credit Card Services, Ltd. (and Purchaser, subject thereto, hereby accepts) all right, title and interest of Seller in and to those certain credit card receivables (the "Accounts"), described in the Sale File, incorporated by reference and made a part hereof for all purposes, together with the right to collect all principal, interest, or other proceeds of any kind that may be due and owing as of the Closing Date with respect thereto, without recourse and without representation of, or warranty of, collectability, or otherwise, except to the extent provided for within the Agreement.

Capitalized terms shall have the meanings set forth in the Agreement.

This Assignment and Bill of Sale is executed without recourse except as stated in the Agreement.

DATE: March 26, 2004

Seller: Houston Funding Corporation

By: 
Robert E. Cagle
Chairman of the Board

FROM :

FAX NO. :

Apr. 05 2004 02:53AM P1

EXHIBIT B

ASSIGNMENT AND BILL OF SALE

For value received, and under the terms and conditions of the Purchase Agreement between Southwest Credit Card Services, LTD. ("Seller") and Oliphant Financial Corp. ("Purchaser"), dated March 24, 2004 (the "Agreement"), Seller does hereby absolutely convey, transfer and assign to Purchaser (and Purchaser, subject thereto, hereby accepts) all right, title and interest of Seller in and to those certain credit card receivables (the "Accounts"), described in the Sale File, incorporated by reference and made a part hereof for all purposes, together with the right to collect all principal, interest, or other proceeds of any kind that may be due and owing as of the Closing Date with respect thereto, without recourse and without representation of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement.

Capitalized terms shall have the meanings set forth in the Agreement.

This Assignment and Bill of Sale is executed without recourse except as stated in the Agreement.

DATED: March 24, 2004

Seller: Southwest Credit Card Services, LTD.

By: Michael V. Moore

Name: Michael V. Moore

Title: President

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

OLIPHANT FINANCIAL, LLC * NO. 2007-1042-CD
HOUSEHOLD BANK/ORCHARD BANK/MC *
Plaintiffs *
vs. *
PATRICIA A. MARTIN *
Defendant *

ORDER

NOW, this 21st day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 10C A/H Wernberg
07/8/2013 JUN 25 2013 10C doft
William A. Shaw
Prothonotary/Clerk of Courts 616

RECEIVED
JUN 25 2013

JUN 25 2013
William A. Shaw
Prothonotary/Clerk of Courts

deft
1394 Pine Glen Rd
Karthaus 16845-9203