

07-1733-CD
Wells Fargo vs C. Hockenberry

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

JURY TRIAL DEMANDED

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

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

WELLS FARGO BANK, N.A., a) CIVIL DIVISION
NATIONAL BANKING ASSOCIATION,)
Plaintiff,) No.:
vs.) Code:
CHRISTOPHER J. HOCKENBERRY,)
Defendant.)

PRAECIPE TO ENTER JUDGMENT

TO: Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

Please enter Judgment in the above captioned case in favor of the Plaintiff, Wells Fargo
Bank and against the Defendant, Christopher J. Hockenberry, P.O. Box 82, Houtzdale, PA 16651
in the amount of 13,973.28 plus Court costs and pre-judgment interest as per the Consent
Judgment attached hereto as Exhibit A.

Respectfully submitted,

Payne, Welsh & Klingensmith

By:

Rebecca Keating Leventopoulos
Rebecca Keating Leventopoulos
Pa I.D. #90439

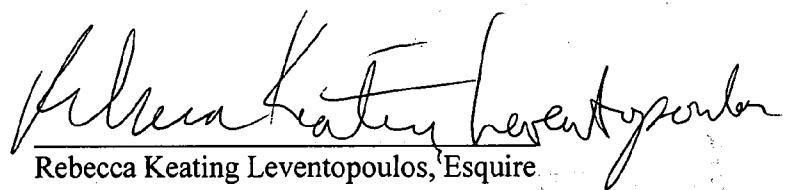
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

WELLS FARGO BANK, N.A., a) CIVIL DIVISION
NATIONAL BANKING ASSOCIATION,)
Plaintiff,) No.:
vs.) Code:
CHRISTOPHER J. HOCKENBERRY)
Defendant.)

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of October, 2007, a true and correct copy of
the within *Praecipe to Enter Judgment* was served by U.S. Mail, First Class, postage prepaid,
upon the following:

Christopher J. Hockenberry
P.O. Box 82
Houtzdale, PA 16651


Rebecca Keating Leventopoulos, Esquire
Payne, Welsh & Klingensmith

JA

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

WELLS FARGO BANK, N.A., a) CIVIL DIVISION
NATIONAL BANKING ASSOCIATION,)
Plaintiff,) No.: 07-1733-cd
vs.) Code:
CHRISTOPHER J. HOCKENBERRY) CONSENT JUDGMENT
Defendant.)
) Filed on Behalf of:
) WELLS FARGO BANK, N.A., a
) NATIONAL BANKING ASSOCIATION,
) Plaintiff.
)
) Counsel of Record For
) This Party:
) REBECCA KEATING
) LEVENTOPOULOS, ESQUIRE
) Pa. I. D. # 90439
)
) *Payne, Welsh & Klingensmith*
) 105 Penn Plaza
) Turtle Creek, PA 15145
) (412) 823-8100
)
) Firm #658

JURY TRIAL DEMANDED

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AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

FILED accatty
m/11/43/07
OCT 25 2007
cc Def.
JM

William A. Shaw
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK, N.A., a) CIVIL DIVISION
NATIONAL BANKING ASSOCIATION,)
Plaintiff,) No.:
vs.) Code:
CHRISTOPHER J. HOCKENBERRY,)
Defendant.)

CONSENT JUDGMENT

AND NOW, this 23 day of October, 2007, upon consent
of the above-captioned parties, it is hereby ORDERED, ADJUDGED and DECREED that:

1. Judgment is entered against CHRISTOPHER J. HOCKENBERRY, (hereinafter referred to as "Defendant") and in favor of WELLS FARGO BANK, N.A. a National Banking Association, (hereinafter referred to as "Plaintiff") in the amount of \$13,973.28 plus six percent (6%) interest from date of judgment until date of final payment. Plaintiff hereby agrees to waive the six percent (6%) post judgment interest so long as each and every payment is timely made by Defendant and timely received by Plaintiff.
2. Defendant agrees to pay Plaintiff the judgment amounts listed in paragraph 1, supra, pursuant to the following schedule:
 - a. A \$200.00 (two hundred dollar) monthly payment to be made by Defendant and received by Plaintiff on or before the 25th of each month until the balance of said judgment is in paid in full. **Time being of the essence.**

b. The payments referred to herein shall be made payable to **Wells Fargo Auto Finance**, and shall be mailed by regular mail to:

c.

Wells Fargo Auto Finance
P.O. Box 28724
Kansas City, MO 64188

Said payments shall be received at the above-mentioned law firm, on or before the dates indicated in Paragraph 2 (a), supra, TIME BEING OF THE ESSENCE.

d. Plaintiff agrees to accept and hereby does accept the aforementioned payments in full satisfaction of any and all claims and causes of action Plaintiff now has or may hereafter have against Defendant with respect to the above-captioned lawsuit.

e. Plaintiff agrees that so long as the payments set forth in Paragraph 2, supra, are timely made, Plaintiff may not take any action to execute upon the within judgment and will not have Defendant's driving privileges suspended. However, if Defendant should fail to make any payment promised hereunder when due, Plaintiff may take any lawful action reasonably calculated to effect the collection in full of the within judgment together with such costs and interest as may be permitted by law added thereto including reasonable attorneys fees incurred by Plaintiff for collection of same; Plaintiff may not take any action, reasonably calculated to effect the collection of the within judgment, upon failure of Defendant timely to make any payment under the schedule listed in Paragraph 2 (a), supra, unless and until Plaintiff provides Defendant and Defendant's undersigned counsel with ten (10) days written notice that Defendant is in default, and that Plaintiff intends to begin proceedings to execute on the judgment. Plaintiff shall permit Defendant to cure any default within that ten (10) day period.

f. To insure full information and advice for each party each of them has been represented by independent legal counsel in connection with the negotiations for the settlement of the above-captioned lawsuit and entry of the within Consent Judgment, Plaintiff by Rebecca Keating Leventopoulos, Esquire and Defendant, Christopher J. Hockenberry, has chosen to proceed pro se..

SO INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this CONSENT JUDGMENT in Pennsylvania.

CONSENTED TO:

Defendant – Christopher J. Hockenberry

Christopher J. Hockenberry

10-11-07

DATE

Plaintiff – Wells Fargo Bank

Rebecca Keating Leventopoulos

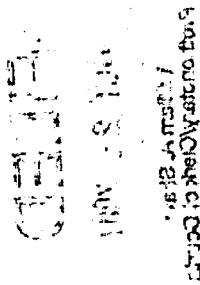
By: Rebecca Keating Leventopoulos, Esquire
Attorney for Wells Fargo Bank

10-15-07

DATE

BY THE COURT,

Judith Anne J.



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

copy

JURY TRIAL DEMANDED

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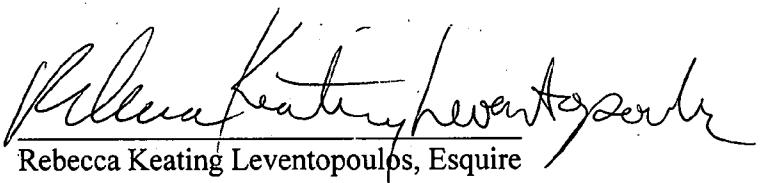
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CIVIL DIVISION

WELLS FARGO BANK, N.A., a) CIVIL DIVISION
NATIONAL BANKING ASSOCIATION,)
Plaintiff,) No.:
vs.) Code:
CHRISTOPHER J. HOCKENBERRY)
Defendant.)

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of October, 2007, a true and correct copy of the within *Notice of Entry of Judgment, Order or Decree* was served by U.S. Mail, First Class, postage prepaid, upon the following:

Christopher J. Hockenberry
P.O. Box 82
Houtzdale, PA 16651


Rebecca Keating Leventopoulos, Esquire
Payne, Welsh & Klingensmith

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

Wells Fargo Bank, N.A.
Plaintiff(s)

No.: 2007-01733-CD

Real Debt: \$13,973.28

Atty's Comm: \$

Vs.

Costs: \$

Christopher J. Hockenberry
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: October 25, 2007

Expires: October 25, 2012

Certified from the record this 25th day of October, 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