

08-659-CD

RBS Citizens vs John W. Hubler

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

RBS CITIZENS, N.A.

Plaintiff,

vs.

JOHN W HUBLER

Defendant

No. 2008-659-CD

COMPLAINT IN CIVIL ACTION

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

WWR#06415357

FILED ^{pd \$95.00} ^{Atty}
m/11:15 am 1cc sn fl
APR 10 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

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

RBS CITIZENS, N.A.

Plaintiff

vs.

Civil Action No.

JOHN W HUBLER

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

COMPLAINT

1. Plaintiff is a Limited Liability Company corporation with offices at 480 JEFFERSON BLVD #RJE350, WARWICK, RI 02886-0000

2. Defendant is an adult individual residing at 505 LINGLE STREET, OSCEOLA MILLS, PA 16666.

3. On or about 7/31/07, Defendant applied for and was granted a revolving line of credit by CITIZENS BANK, a true and correct copy of the Line of Credit Agreement, the terms and conditions of which were agreed upon by the parties, is attached hereto, marked as Exhibit "1", and made a part hereof.

4. Said Contract was subsequently assigned to RBS CITIZENS, N.A..

5. Defendant made use of such credit and has currently a balance due and owing to Plaintiff, as of APRIL 1, 2008, in the amount of \$15,964.16, as shown by the Statement of Account attached hereto, marked as Exhibit "2" and made a part hereof.

6. Defendant defaulted under the terms of the parties' agreement by failing to make the required payments when due.

7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

8. Plaintiff avers that the written Agreement provides that Plaintiff is entitled to the addition of finance charges at a variable rate.

9. Plaintiff avers that it is entitled to finance charges at the rate of 10.75% per annum on the unpaid balance.

10. Plaintiff avers that the Agreement provides that Defendant will pay Plaintiff's reasonable attorneys' fees incurred in enforcing said Agreement.

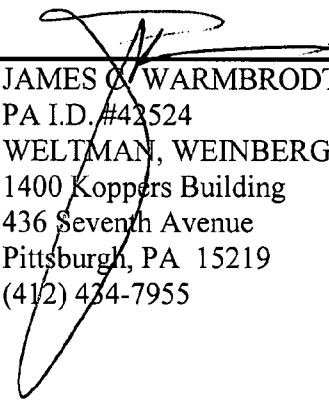
11. Plaintiff avers that such attorneys' fees amount to \$1500.00.

12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, JOHN W HUBLER, individually in the amount of \$15,964.16 with continuing finance charges thereon at the rate of 10.75% per annum plus attorneys' fees of \$1500.00 and 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 O. WARMBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955



Citizens Bank



SIGNATURE LINE OF CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

This SIGNATURE LINE OF CREDIT AGREEMENT and TRUTH IN LENDING DISCLOSURE ("Agreement") govern your Signature Line of Credit Account (the "Account") issued through Citizens Bank of Pennsylvania and "you" and "your" refer to each person who opens the Account

Each person who opens the Account will be bound by the terms and conditions of this Agreement and will be responsible for paying all amounts owed in this Agreement. "us", "we", and "our" refer to the Lender as identified above and their successors and assigns

1. **Your Promise to Pay:** You promise to repay all credit advances ("Credit Advances") made by us under the terms of this Agreement, together with any finance charges, other fees and charges due, in accordance with the terms of this Agreement. You will be required to make payments of principal and interest on the outstanding balance of the Account as described in Section 9.

2. **How to use the Account:** You may obtain Credit Advances by using one of the checks which will be provided to you by us in connection with this Account. The checks are specially designated checks which can be completed just like any other check. Each check written and negotiated will create a Credit Advance. Checks drawn on your Account on forms other than those forms supplied by us for that purpose will not be honored. Each check you write will be paid with a Credit Advance from your Account unless an event or condition described in Section 14, has occurred. We may also provide additional methods of accessing your Account from time to time

3. **Credit Limit:** Your credit limit ("Credit Limit") is shown in the approval letter from us which is enclosed with this Agreement and is the maximum credit that is to be extended to you. If the credit limit is exceeded, you will be in default of a material obligation under this Agreement and the provisions of Section 14 will apply

4. **Annual Fee:** A non-refundable Annual Fee of \$25.00 will be charged as an advance to your Account at the time it is opened and each anniversary of your Account thereafter. If you maintain a Citizens Circle or Circle Gold Account, there will be no Annual Fee

5. **When FINANCE CHARGES Begin to Accrue:** Periodic FINANCE CHARGES for Credit Advances under your Account will begin to accrue on the date Credit Advances are posted to your Account. There is no "grace period" which would allow you to avoid a periodic FINANCE CHARGE on your Credit Advances

6. **Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed:** We calculate the finance charge on your Account by determining the average daily balance of your Account and multiplying that amount by the applicable daily periodic rate and then by the number of days in the billing cycle. To get the average daily balance, we take the total beginning balance of your Account each day and add new Credit Advances and subtract the principal portion of any payments and credits. The principal portion of a payment is the amount of the payment minus the sum of (a) any unpaid FINANCE CHARGES, (b) annual fees and (c) other charges (if applicable). This gives us the daily principal balance each day. Then we add up all the daily principal balances for the billing cycle and divide the total by the number of days in the billing cycle (the number of days since your last statement). This gives us the average daily balance. The average daily balance does not include finance charges, insurance premiums, annual fees or other charges

7. **Method of Determining the Amount of FINANCE CHARGE:** When the average daily balance has been computed, we multiply the average daily balance by the daily periodic rate, which is arrived at by dividing the Annual Percentage Rate by the number of days in the year. The result is multiplied by the number of days in the billing cycle. This figure is the periodic FINANCE CHARGE assessed for the billing cycle

8. **Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE:** Your initial Annual Percentage Rate (and corresponding Daily Periodic Rate) is shown in the approval letter from us which is enclosed with this Agreement. This approval letter is incorporated into this Agreement and shall be considered as a part hereof. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows: We start with an independent Index, ("the Index"). The Index is the prime rate published in the northeastern edition of *The Wall Street Journal* in its "Money Rates" table (the "Prime Rate"). If more than one Prime Rate is published in *The Wall Street Journal* "Money Rates" table, we will use the highest Prime Rate. If the Index is no longer available or is not published in *The Wall Street Journal* "Money Rates" table, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar Index at our sole discretion. We then add to the Index a margin equal to the number of percentage points listed below (the "Margin")

Approved Credit Limit	Margin
\$ 5,000 to \$ 9,999.99	4.50%
\$10,000 to \$14,999.99	3.75%
\$15,000 to \$50,000.00	3.00%

The daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Account will increase or decrease as the Index increases or decreases from time to time. Any increase in the daily Periodic Rate will take the form of higher payment amounts. Adjustments to the daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect on the first day of the next billing cycle following a change in the Index. We use the Prime Rate published on the last business day of each month for any Annual Percentage Rate adjustment. The maximum ANNUAL PERCENTAGE RATE during the life of your Account will be 18.000% or the maximum rate allowed by applicable law, whichever is less. As of the date this Agreement was printed, the Index is 8.25% per annum. Based on that Index value, we estimate that the initial daily periodic rate and the corresponding ANNUAL PERCENTAGE RATE on your Account after the introductory period will be as follows:

Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
3.000	11.25000%	0.03082%

The initial daily periodic rate and corresponding ANNUAL PERCENTAGE RATE actually in effect during the first billing cycle, which will be disclosed on your first periodic statement, may differ from these estimates if the Index changes between the date this Agreement was printed and the date the first billing cycle begins. If it is determined that the FINANCE CHARGE would exceed the maximum rate allowable, all excess payments will be considered to be payments on the principal balance due hereunder and will be applied accordingly

9. **Minimum Payment:** You agree to pay us no later than the Payment Due Date shown on each periodic statement the lesser of (a) the full amount of the New Total Balance shown on such statement or (b) a monthly payment of 2% of the New Total Balance shown on your periodic statement (which includes the principal balance and outstanding finance charges as of the end of the billing period plus insurance premiums (if any), and all other charges), plus late fees and any amount past due. The Minimum Payment will equal \$20.00 or the outstanding balance on your Credit Line Account, whichever is less. You also agree to promptly pay any amount over your Credit Limit upon our notification to you to do so

Payments may be made at any of our branch offices or may be sent to us at the remittance address shown on your periodic billing statement. You may also make payments by authorizing us to debit your checking or savings account with us each month in the amount of the minimum monthly payment. Payments must be received by us by 12:00 noon of any business day in order for the payment to be credited to your Account as of that date. Payments sent by mail must be mailed early enough to insure receipt by us no later than 12:00

UnLocAgr Rev 04/05

EXHIBIT
1

noon of the Payment Due Date. We will refund to you any credit balance upon your request if there is a credit balance on the date we receive the refund request. If you make a payment greater than the monthly Minimum Payment, but less than the New Total Balance shown on your periodic statement issued, you will still be required to make monthly Minimum Payments in the months that follow.

10. Application of Payments: Your payment will be applied in the following order: Payments will be applied to the oldest unpaid billings first, and then sequentially to any other unpaid billings from the oldest to the most current. Payments in excess of billed amounts will be credited to any outstanding principal balance on your Account.

11. Periodic Statement: We will send you a periodic statement for all Credit Advances made under this Agreement and all monthly payments due stating with respect to each billing cycle such information as may be required by law or considered by us to be of assistance to you. Your statement also will identify the Minimum Payment you must make for that billing period and the Payment Due Date. All periodic statements will conclusively be considered to be correct and accepted by you unless we are notified in writing of any alleged errors within sixty (60) days after receipt.

12. Late Charges: You will pay a late fee when your Minimum Payment due is not made by the Payment Due Date shown on your monthly statement. The late fee amounts are as follows: Connecticut, New Hampshire and Rhode Island customers: You will pay a late fee equal to five percent (5%) of the Current Balance owed or \$10.00, whichever is less. You will have ten (10) days from your Payment Due Date before late fees are assessed. Massachusetts customers: You will pay a late fee equal to ten percent (10%) of the Current Balance owed or \$10.00, whichever is less. You will have fifteen (15) days from your Payment Due Date before late fees are assessed. Pennsylvania, Delaware and New Jersey customers: You will pay a late fee equal to five percent (5%) of the Current Balance owed or \$20, whichever is less. You will have fifteen (15) days from your Payment Due Date before late fees are assessed. New York and Vermont customers: You will pay a late fee equal to two percent (2%) of the Current Balance owed. You will have fifteen (15) days from your Payment Due Date before late fees are assessed.

13. Termination: This Agreement may be terminated by you or by us at any time by written notice to the other. In the event of termination, you will destroy all unused checks and this Account will no longer be available for your use and all of your privileges hereunder shall thereupon cease. Unless you are in default, all amounts outstanding may be paid in accordance with the terms of this Agreement. Termination will not affect your obligations to us hereunder.

14. Restriction on Advances: We are not required to make Credit Advances to you under this Agreement and checks may be returned not paid if (a) you are in default of your obligations hereunder; (b) the Credit Advance would cause your New Total Balance to exceed your Credit Limit; (c) your Account has been terminated; or (d) we have been notified by governmental authority that continued Credit Advances may constitute an unsafe and unsound business practice.

15. Amendment: We may amend this Agreement at any time by mailing a copy of the amendment to you at your last known address as shown on our records. Any amendment shall become effective on the date specified therein, which date shall not be less than 15 days before the beginning date of the billing cycle in which any change is to be made and shall apply to the outstanding balance of your Account unless we receive written notice prior to the date the amendment takes effect that you elect to terminate this Agreement pursuant to Section 13.

16. Collection Costs: You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in the collection of amounts due under this Agreement.

17. Joint Accounts: If this is a joint Account, each borrower may obtain credit advances from the Account. Each borrower is liable for payment of the full amount due under the Account and we may proceed against either party for collection of the full amount due. Either of you may close the Account. A request by either of you to remove the other from the Account will be considered a request to close the Account. If there is more than one individual authorized to sign on this account, it is my/our intention that this account be a joint account.

18. Limitations on the use of Checks: We reserve the right not to honor checks in the following circumstances: (a) Your credit limit has been or would be exceeded by paying the check; (b) Your check is post-dated. If a post-dated check is paid and as a result any other check is returned or not paid, we are not responsible; (c) Your checks have been reported lost or stolen; (d) Your check is not signed by you; or (e) Your Account has been terminated or suspended as provided in this Agreement or could be if we paid the check.

If we pay any check under those conditions, you must repay us, subject to applicable laws, for the amount of the check. The check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return checks along with your periodic statements, however, your use of a check will be reflected on your periodic statement as a check advance. We do not "certify" checks drawn on your Account. We will not be responsible for the refusal by anyone to honor your Line of Credit checks. You further waive any claims against us arising out of transactions involving the use of these checks.

19. Lost Checks: If you lose your checks or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling (800) 922-9999. You also can notify us at the address shown on your periodic statement.

20. Right of Setoff: We have the right under the law to setoff funds held in any account (except IRA, KEOGH or trust accounts) that you have with us or any of our affiliates to pay off or reduce your obligations to us hereunder. You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with any bank affiliated with us (whether checking, savings, or some other deposit account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future. You authorize us, to the maximum extent permitted by applicable law, to charge or set off all sums owing under this Agreement against any and all such accounts.

21. Prepayment: You may pay this Account in full before it is due with all interest due at the time and you will not be charged a penalty.

22. Additional Credit Information: We may ask you to update credit information on your application for your Account. You agree to provide us with information upon request.

23. Notices: All notices to you hereunder shall be valid if mailed to you at the last known address shown on our records.

24. Waiver: Failure at any time by us to exercise any of our rights hereunder shall not constitute a waiver of our rights to exercise the same at a later date.

25. Assignment and Applicable Law: You may not assign your rights or obligations under this Agreement. This Agreement shall be governed by the laws of the State of Rhode Island, Massachusetts, Connecticut, New Hampshire, Pennsylvania or Delaware, based upon the particular Lender as identified at the beginning of this Agreement. If the Lender noted above is Citizens Bank, N.A., this Agreement is governed by federal law and, to the extent not preempted by federal law, by the laws of the state of New York. If the Lender noted above is Charter One Bank, N.A., this Agreement is governed by federal law and, to the extent not preempted by federal law, by the laws of the state of Ohio. If any provision of this Agreement conflicts with any existing or future law, it will be deemed modified to the extent necessary to comply with such law and the validity of the remaining terms will not be affected.

26. Negative Information: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

27. Interpretation. The names given to paragraphs or sections in this Agreement are for reference purposes only. They are not to be used to interpret or define any provision of this Agreement. You agree that this Agreement is the best evidence of your Agreement with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, optical image or other electronic medium will have the same validity as the original. You agree that, except to the extent you can show there is a billing error as provided in this Agreement, your most current periodic statement is the best evidence of your obligation to pay.

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Application Overview For TRW (1 of 1 Files Included) CURRENT
Second Look/Prev Inquiry

Applicant	Collateral Information	Scoring Information
Age: 41	PA 16666	Score : PENDING (0)
Rcs: Rent/ 0 2	Value : \$ 0.00	Grade: A Svc Scores: 002
Emp: SELF EMPLOYE	MtgBal: \$ 0.00	By: leperay (Y17) Type:
Occ: Self Employee	2ndBal: \$ 0.00	
Inc: 3,333/2 0		REG O: OFAC: Disp: Fact:
Rel: 006 / A		
Policy Information	Loan Amount / Term	
Debt Ratio: 28.32%	Payment: \$ 300.00	
LTV : 999.99%	Request: \$15,000 / 120	
Backend : 0.00%	Approvd: \$15,000 / 120	TrnDn: Override:
Term : 120	Cont Date: 07/31/07	
Pmt To Inc: 9.00%	Cont : \$15,000 / 120	
Inq, Trade Open, Late Inst/Rev	Fund :	
Oldest: 05/21/92 Last: 07/15/07	Rsrv Amt:	Direct Rates
30: 0/0 60: 0/0 90: 0/0	Acct No: 00000000006007603099	Margin: 3.000

TRW [EXECUTE] Dec [DETAIL] Pricing [SWITCH] Rules [RECALL] Disp [CLEAR] Brn Over [RETURN] Scr Dtl [HIS] Stip [END] Fact

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Unique Trades From TRW (1 of 1 Files Included) CURRENT									
Originated	Name	Own Type	Open	Open	Report	HC/OrigBl	Curr Bal	Pay Off	New Pmt Inc
	CHASE	A	R	yes	12/06	06/07	7,000	5,471	0 00
	COUNTY NATIONAL BANK	A	I	yes	04/07	06/07	2,602	2,516	0 00
	HSBC NV	A	R	no	04/94	10/06	10,596	0	0 00
	CITI	A	R	no	06/00	05/02	0	0	0 00
	PRVDIAN BP	A	R	no	02/98	05/02	5,000	0	0 00
	CITI	A	R	no	09/98	06/99	0	0	0 00
	CITI	A	R	no	04/98	04/99	0	0	0 00
	GEMB/LOWES	A	R	no	06/05	07/07	15,000	0	0 00
	GEMB/JCP	A	R	no	06/95	07/07	500	0	0 00

Application Debt:	375	Curr Trades Debt:	269	New Trades Debt :	269	This Loan Pmt :	300
		Curr Total Debt :	644	New Total Debt :	944	Monthly Savings :	- 300
Total Income :	3,333	Curr Debt Ratio :	19.32%	New Debt Ratio :	28.32%		
		Curr Total Bal :	7,987	New Total Bal :	22,987	Total Pay Off :	0

TRW [RETURN] Payoff [EXECUTE] Mod Pmt [DETAIL] View Detail [SWITCH] View App [RECALL] Add

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Unique Trades From TRW (1 of 1 Files Included) CURRENT									
Originated	Name	Own Type	Open	Open	Report	HC/OrigBl	Curr Bal	Pay Off	New Pmt Inc
	SEARS/CBSO	A	R	no	09/98	06/07	1,000	0	0 00
	CITIZENS BANK	A	R	no	11/05	04/07	65,700	0	0 00
	HSBC NV	A	R	no	04/94	04/07	12,500	0	0 00
	CITIZENS CAF	A	I	no	05/02	11/05	14,918	0	0 00
	CITIZENS CAF	A	I	no	10/05	11/05	14,522	0	0 00
	PA HOUSING FINANCE AGE	A	I	no	05/92	11/05	32,000	0	0 00
	COUNTY NATIONAL BANK	A	I	no	01/01	07/05	26,000	0	0 00
	CHASE	A	R	no	03/04	05/05	6,500	0	0 00
	G M A C	A	I	no	05/98	07/02	19,077	0	0 00

Application Debt:	375	Curr Trades Debt:	269	New Trades Debt :	269	This Loan Pmt :	300
		Curr Total Debt :	644	New Total Debt :	944	Monthly Savings :	- 300
Total Income :	3,333	Curr Debt Ratio :	19.32%	New Debt Ratio :	28.32%		
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TRW [RETURN] Payoff [EXECUTE] Mod Pmt [DETAIL] View Detail [SWITCH] View App [RECALL] Add

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

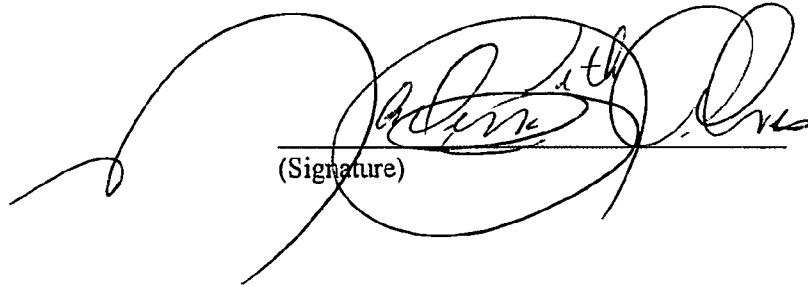
Unique Trades From TRW (1 of 1 Files Included) CURRENT									
Originated	Name	Own Type	Open	Open	Report	HC/OrigBl	Curr Bal	Pay Off	New Pmt Inc
	H & T BANK	A	I	no	09/95	02/00	14,300	0	0 00
	FIRST USA BANK N A	A	R	no	10/96	12/99	5,500	0	0 00
	CAP ONE BK	A	R	no	03/97	01/99	3,882	0	0 00
	SEARS/CBSO	A	R	yes	12/98	07/07	2,190	0	0 00
	FASHION BUG/SONB	A	R	yes	07/02	07/07	1,200	0	0 00
	CITIZENS BANK	A	R	yes	11/05	06/07	750	0	0 00
	FIRST USA BANK N A	A	R	no	04/99	05/00	0,500	0	0 00

EXHIBIT

2

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 Nadene Beth Alres (Name)
Legal Specialist of Citizens Bank of PA (Company), plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.


(Signature)

WWR# 6415357

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

CITIZENS BANK OF PA

Plaintiff

vs.

JOHN W HUBLER

Defendant

No. 2008-659-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

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

WWR#6415357

FILED ICC & Cert of
m/11:50 am disc issued to
JUL 11 2008 Atty Molczan
William A. Shaw
Prothonotary/Clerk of Courts

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

CITIZENS BANK OF PA

Plaintiff

vs.

Civil Action No. 2008-659-CD

JOHN W HUBLER

Defendant

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

By: William T. Morgan
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6415357

SWORN TO AND SUBSCRIBED

before me this 2 day

of July, 2008

Wayne A. Jones
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

RBS Citizens, N.A.

Vs.
John W. Hubler

No. 2008-00659-CD

CERTIFICATE OF DISCONTINUATION


Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 11, 2008, marked:

Settled, Discontinued and Ended without Prejudice to Refile

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of July A.D. 2008.



William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104023**

RBS CITIZENS, N.A.

Case # 08-659-CD

vs.

JOHN W. HUBLER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO JOHN W. HUBLER, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED

0/3:00 LM

JUL 23 2008

LM

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8671770	10.00
SHERIFF HAWKINS	WELTMAN	8671770	34.20

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

RBS CITIZENS, N.A.

Plaintiff

vs.

JOHN W HUBLER

Defendant

No. 2008-659-CD

COMPLAINT IN CIVIL ACTION

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

WWR#06415357

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

APR 10 2008

Attest.

William E. Blum
Prothonotary/
Clerk of Courts

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

RBS CITIZENS, N.A.

Plaintiff

vs.

Civil Action No.

JOHN W HUBLER

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

COMPLAINT

1. Plaintiff is a Limited Liability Company corporation with offices at 480 JEFFERSON BLVD #RJE350, WARWICK, RI 02886-0000
2. Defendant is an adult individual residing at 505 LINGLE STREET, OSCEOLA MILLS, PA 16666.
3. On or about 7/31/07, Defendant applied for and was granted a revolving line of credit by CITIZENS BANK, a true and correct copy of the Line of Credit Agreement, the terms and conditions of which were agreed upon by the parties, is attached hereto, marked as Exhibit "1", and made a part hereof.
4. Said Contract was subsequently assigned to RBS CITIZENS, N.A..
5. Defendant made use of such credit and has currently a balance due and owing to Plaintiff, as of APRIL 1, 2008, in the amount of \$15,964.16, as shown by the Statement of Account attached hereto, marked as Exhibit "2" and made a part hereof.
6. Defendant defaulted under the terms of the parties' agreement by failing to make the required payments when due.
7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.
8. Plaintiff avers that the written Agreement provides that Plaintiff is entitled to the addition of finance charges at a variable rate.

9. Plaintiff avers that it is entitled to finance charges at the rate of 10.75% per annum on the unpaid balance.

10. Plaintiff avers that the Agreement provides that Defendant will pay Plaintiff's reasonable attorneys' fees incurred in enforcing said Agreement.

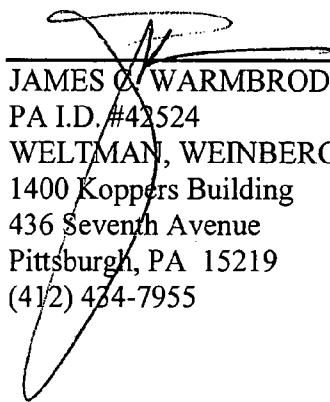
11. Plaintiff avers that such attorneys' fees amount to \$1500.00.

12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, JOHN W HUBLER, individually in the amount of \$15,964.16 with continuing finance charges thereon at the rate of 10.75% per annum plus attorneys' fees of \$1500.00 and 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 O. WARMBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955



Citizens Bank



ND



note

SIGNATURE LINE OF CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

This SIGNATURE LINE OF CREDIT AGREEMENT and TRUTH IN LENDING DISCLOSURE ("Agreement") govern your Signature Line of Credit Account (the "Account") issued through Citizens Bank of Pennsylvania and "you" and "your" refer to each person who opens the Account

Each person who opens the Account will be bound by the terms and conditions of this Agreement and will be responsible for paying all amounts owed. In this Agreement, "us", "we", and "our" refer to the Lender as identified above and their successors and assigns

1. Your Promise to Pay: You promise to repay all credit advances ("Credit Advances") made by us under the terms of this Agreement, together with any finance charges, other fees and charges due, in accordance with the terms of this Agreement. You will be required to make payments of principal and interest on the outstanding balance of the Account as described in Section 9.

2. How to use the Account: You may obtain Credit Advances by using one of the checks which will be provided to you by us in connection with this Account. The checks are specially designated checks which can be completed just like any other check. Each check written and negotiated will create a Credit Advance. Checks drawn on your Account on forms other than those forms supplied by us for that purpose will not be honored. Each check you write will be paid with a Credit Advance from your Account unless an event or condition described in Section 14, has occurred. We may also provide additional methods of accessing your Account from time to time.

3. Credit Limit: Your credit limit ("Credit Limit") is shown in the approval letter from us which is enclosed with this Agreement and is the maximum credit that is to be extended to you. If the credit limit is exceeded, you will be in default of a material obligation under this Agreement and the provisions of Section 14 will apply.

4. Annual Fee: A non-refundable Annual Fee of \$25.00 will be charged as an advance to your Account at the time it is opened and each anniversary of your Account thereafter. If you maintain a Citizens Circle or Circle Gold Account, there will be no Annual Fee.

5. When FINANCE CHARGES Begin to Accrue: Periodic FINANCE CHARGES (or Credit Advances under your Account) will begin to accrue on the date Credit Advances are posted to your Account. There is no "grace period" which would allow you to avoid a periodic FINANCE CHARGE on your Credit Advances.

6. Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed: We calculate the finance charge on your Account by determining the average daily balance of your Account and multiplying that amount by the applicable daily periodic rate and then by the number of days in the billing cycle. To get the average daily balance, we take the total beginning balance of your Account each day and add new Credit Advances and subtract the principal portion of any payments and credits. The principal portion of a payment is the amount of the payment minus the sum of (a) any unpaid FINANCE CHARGES, (b) annual fees and (c) other charges (if applicable). This gives us the daily principal balance each day. Then we add up all the daily principal balances for the billing cycle and divide the total by the number of days in the billing cycle (the number of days since your last statement). This gives us the average daily balance. The average daily balance does not include finance charges, insurance premiums, annual fees or other charges.

7. Method of Determining the Amount of FINANCE CHARGE: When the average daily balance has been computed, we multiply the average daily balance by the daily periodic rate, which is arrived at by dividing the Annual Percentage Rate by the number of days in the year. The result is multiplied by the number of days in the billing cycle. This figure is the periodic FINANCE CHARGE assessed for the billing cycle.

8. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE: Your initial Annual Percentage Rate (and corresponding Daily Periodic Rate) is shown in the approval letter from us which is enclosed with this Agreement. This approval letter is incorporated by reference into this Agreement and shall be considered as a part hereof. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows: We start with an independent Index, ("the Index"). The Index is the prime rate published in the northeastern edition of *The Wall Street Journal* in its "Money Rates" table (the "Prime Rate"). If more than one Prime Rate is published in *The Wall Street Journal* "Money Rates" table, we will use the highest Prime Rate. If the Index is no longer available or is not published in *The Wall Street Journal* "Money Rates" table, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar Index at our sole discretion. We then add to the Index a margin equal to the number of percentage points listed below (the "Margin").

Approved Credit Limit	Margin
\$ 5,000 to \$ 9,999.99	4.50%
\$10,000 to \$14,999.99	3.75%
\$15,000 to \$50,000.00	3.00%

The daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Account will increase or decrease as the Index increases or decreases from time to time. Any increase in the daily Periodic Rate will take the form of higher payment amounts. Adjustments to the daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect on the first day of the next billing cycle following a change in the Index. We use the Prime Rate published on the last business day of each month for any Annual Percentage Rate adjustment. The maximum ANNUAL PERCENTAGE RATE during the life of your Account will be 18.000% or the maximum rate allowed by applicable law, whichever is less. As of the date this Agreement was printed, the Index is 8.25 % per annum. Based on that Index value, we estimate that the initial daily periodic rate and the corresponding ANNUAL PERCENTAGE RATE on your Account after the introductory period will be as follows:

Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
3.000	11.25000%	0.03082%

The initial daily periodic rate and corresponding ANNUAL PERCENTAGE RATE actually in effect during the first billing cycle, which will be disclosed on your first periodic statement, may differ from these estimates if the Index changes between the date this Agreement was printed and the date the first billing cycle begins. If it is determined that the FINANCE CHARGE would exceed the maximum rate allowable, all excess payments will be considered to be payments on the principal balance due hereunder and will be applied accordingly.

9. Minimum Payment: You agree to pay us no later than the Payment Due Date shown on each periodic statement the lesser of (a) the full amount of the New Total Balance shown on such statement or (b) a monthly payment of 2% of the New Total Balance shown on your periodic statement (which includes the principal balance and outstanding finance charges as of the end of the billing period plus insurance premiums (if any), and all other charges), plus late fees and any amount past due. The Minimum Payment will equal \$20.00 or the outstanding balance on your Credit Line Account, whichever is less. You also agree to promptly pay any amount over your Credit Limit upon our notification to you to do so.

Payments may be made at any of our branch offices or may be sent to us at the remittance address shown on your periodic billing statement. You may also make payments by authorizing us to debit your checking or savings account with us each month in the amount of the minimum monthly payment. Payments must be received by us by 12:00 noon of any business day in order for the payment to be credited to your Account as of that date. Payments sent by mail must be mailed early enough to insure receipt by us no later than 12:00

EXHIBIT
1

noon of the Payment Due Date. We will refund to you any credit balance upon your request if there is a credit balance on the date we receive the refund request. If you make a payment greater than the monthly Minimum Payment, but less than the New Total Balance shown on your periodic statement issued, you will still be required to make monthly Minimum Payments in the months that follow.

10. Application of Payments: Your payment will be applied in the following order: Payments will be applied to the oldest unpaid billings first, and then sequentially to any other unpaid billings from the oldest to the most current. Payments in excess of billed amounts will be credited to any outstanding principal balance on your Account.

11. Periodic Statement: We will send you a periodic statement for all Credit Advances made under this Agreement and all monthly payments due stating with respect to each billing cycle such information as may be required by law or considered by us to be of assistance to you. Your statement also will identify the Minimum Payment you must make for that billing period and the Payment Due Date. All periodic statements will conclusively be considered to be correct and accepted by you unless we are notified in writing of any alleged errors within sixty (60) days after receipt.

12. Late Charges: You will pay a late fee when your Minimum Payment due is not made by the Payment Due Date shown on your monthly statement. The late fee amounts are as follows: Connecticut, New Hampshire and Rhode Island customers: You will pay a late fee equal to five percent (5%) of the Current Balance owed or \$10.00, whichever is less. You will have ten (10) days from your Payment Due Date before late fees are assessed. Massachusetts customers: You will pay a late fee equal to ten percent (10%) of the Current Balance owed or \$10.00, whichever is less. You will have fifteen (15) days from your Payment Due Date before late fees are assessed. Pennsylvania, Delaware and New Jersey customers: You will pay a late fee equal to five percent (5%) of the Current Balance owed or \$20, whichever is less. You will have fifteen (15) days from your Payment Due Date before late fees are assessed. New York and Vermont customers: You will pay a late fee equal to two percent (2%) of the Current Balance owed. You will have fifteen (15) days from your Payment Due Date before late fees are assessed.

13. Termination: This Agreement may be terminated by you or by us at any time by written notice to the other. In the event of termination, you will destroy all unused checks and this Account will no longer be available for your use and all of your privileges hereunder shall thereupon cease. Unless you are in default, all amounts outstanding may be paid in accordance with the terms of this Agreement. Termination will not affect your obligations to us hereunder.

14. Restriction on Advances: We are not required to make Credit Advances to you under this Agreement and checks may be returned not paid if (a) you are in default of your obligations hereunder; (b) the Credit Advance would cause your New Total Balance to exceed your Credit Limit; (c) your Account has been terminated; or (d) we have been notified by governmental authority that continued Credit Advances may constitute an unsafe and unsound business practice.

15. Amendment: We may amend this Agreement at any time by mailing a copy of the amendment to you at your last known address as shown on our records. Any amendment shall become effective on the date specified therein, which date shall not be less than 15 days before the beginning date of the billing cycle in which any change is to be made and shall apply to the outstanding balance of your Account unless we receive written notice prior to the date the amendment takes effect that you elect to terminate this Agreement pursuant to Section 13.

16. Collection Costs: You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in the collection of amounts due under this Agreement.

17. Joint Accounts: If this is a joint Account, each borrower may obtain credit advances from the Account. Each borrower is liable for payment of the full amount due under the Account and we may proceed against either party for collection of the full amount due. Either of you may close the Account. A request by either of you to remove the other from the Account will be considered a request to close the Account. If there is more than one individual authorized to sign on this account, it is my/our intention that this account be a joint account.

18. Limitations on the use of Checks: We reserve the right not to honor checks in the following circumstances: (a) Your credit limit has been or would be exceeded by paying the check; (b) Your check is post-dated. If a post-dated check is paid and as a result any other check is returned or not paid, we are not responsible; (c) Your checks have been reported lost or stolen; (d) Your check is not signed by you; or (e) Your Account has been terminated or suspended as provided in this Agreement or could be if we paid the check.

If we pay any check under those conditions, you must repay us, subject to applicable laws, for the amount of the check. The check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return checks along with your periodic statements, however, your use of a check will be reflected on your periodic statement as a check advance. We do not "certify" checks drawn on your Account. We will not be responsible for the refusal by anyone to honor your Line of Credit checks. You further waive any claims against us arising out of transactions involving the use of these checks.

19. Lost Checks: If you lose your checks or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling (800) 922-9999. You also can notify us at the address shown on your periodic statement.

20. Right of Setoff: We have the right under the law to setoff funds held in any account (except IRA, KEOGH or trust accounts) that you have with us or any of our affiliates to pay off or reduce your obligations to us hereunder. You grant to us a contractual possessory security interest in and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with any bank affiliated with us (whether checking, savings, or some other deposit account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future. You authorize us, to the maximum extent permitted by applicable law, to charge or set off all sums owing under this Agreement against any and all such accounts.

21. Prepayment: You may pay this Account in full before it is due with all interest due at the time and you will not be charged a penalty.

22. Additional Credit Information: We may ask you to update credit information on your application for your Account. You agree to provide us with information upon request.

23. Notices: All notices to you hereunder shall be valid if mailed to you at the last known address shown on our records.

24. Waiver: Failure at any time by us to exercise any of our rights hereunder shall not constitute a waiver of our rights to exercise the same at a later date.

25. Assignment and Applicable Law: You may not assign your rights or obligations under this Agreement. This Agreement shall be governed by the laws of the State of Rhode Island, Massachusetts, Connecticut, New Hampshire, Pennsylvania or Delaware, based upon the particular Lender as identified at the beginning of this Agreement. If the Lender noted above is Citizens Bank, N.A., this Agreement is governed by federal law and, to the extent not preempted by federal law, by the laws of the state of New York. If the Lender noted above is Charter One Bank, N.A., this Agreement is governed by federal law and, to the extent not preempted by federal law, by the laws of the state of Ohio. If any provision of this Agreement conflicts with any existing or future law, it will be deemed modified to the extent necessary to comply with such law and the validity of the remaining terms will not be affected.

26. Negative Information: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

27. Interpretation: The names given to paragraphs or sections in this Agreement are for reference purposes only. They are not to be used to interpret or define any provision of this Agreement. You agree that this Agreement is the best evidence of your Agreement with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, optical image or other electronic medium will have the same validity as the original. You agree that, except to the extent you can show there is a billing error as provided in this Agreement, your most current periodic statement is the best evidence of your obligation to pay.

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Application Overview For TRW (1 of 1 Files Included) CURRENT
Second Look/Prev Inquiry

Applicant		CoApplicant		Collateral Information		Scoring Information	
Age: 41				PA 16666		Score : PENDING (0)	Grade: A Svc Scores: 802
Res: Rent/ 0 2				Value : \$ 0.00		Curr Dec: Approval	By: leperay (Y17) Type:
Emp: SELF EMPLOYE				MtgBal: \$ 0.00		Cmts:	
Occ: Self Employee				2ndBal: \$ 0.00			
Inc: 3,333/2 0						REG O:	OFAC: Disp: Fact:
Rel: 006 / A							
Policy Information		Loan Amount / Term					
Debt Ratio: 28.32%		Payment: \$ 300.00					
LTV : 999.99%		Request: \$15,000 / 120					
Backend : 0.00%		Approvd: \$15,000 / 120		TrnDn:		Override:	
Term : 120		Cont Date: 07/31/07					
Pmt To Inc: 9.00%		Cont : \$15,000 / 120					
Inq, Trade Open, Late Inst/Rev		Fund :					
Oldest: 05/21/92 Last: 07/15/07		Rsrv Amt:				Direct Rates	
30: 0/0 60: 0/0 90: 0/0		Acct No: 0000000006007603099		Margin: 3.000			

TRW [EXECUTE] Doc [DETAIL] Pricing [SWITCH] Rules [RECALL] Disp [CLEAR] Brn Over [RETURN] Scr Dtl [INS] Stip [END] Fact

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Unique Trades From TRW (1 of 1 Files Included) CURRENT										
Originated	Name	Own Type	Open	Open	Report HC/OrigBl	Curr Bal	Pay Off	Curr Pmt	New Pmt	Inc
	CHASE	A	R	yes	12/06 06/07	7,000	5,471	0 00	146	146 yes
	COUNTY NATIONAL BANK	A	I	yes	04/07 06/07	2,602	2,516	0 00	123	123 yes
	HSBC NV	A	R	no	04/94 10/06	10,596	0	0 00	0	0 yes
	CITI	A	R	no	06/00 05/02	0	0	0 00	0	0 yes
	FRVDIAN BP	A	R	no	02/98 05/02	5,000	0	0 00	0	0 yes
	CITI	A	R	no	09/98 06/99	0	0	0 00	0	0 yes
	CITI	A	R	no	04/98 04/99	0	0	0 00	0	0 yes
	GEMB/LOWES	A	R	no	06/05 07/07	15,000	0	0 00	0	0 yes
	GEMB/JCP	A	R	no	06/95 07/07	500	0	0 00	0	0 yes

Application Debt:	375	Curr Trades Debt:	269	New Trades Debt :	269	This Loan Pmt :	300
		Curr Total Debt :	644	New Total Debt :	944	Monthly Savings :	- 300
Total Income :	3,333	Curr Debt Ratio :	19.32%	New Debt Ratio :	28.32%	Total Pay Off :	0
		Curr Total Bal :	7,987	New Total Bal :	22,987		

TRW [RETURN] Payoff [EXECUTE] Mod Pmt [DETAIL] View Detail [SWITCH] View App [RECALL] Add

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Unique Trades From TRW (1 of 1 Files Included) CURRENT										
Originated	Name	Own Type	Open	Open	Report HC/OrigBl	Curr Bal	Pay Off	Curr Pmt	New Pmt	Inc
	SEARS/CBSD	A	R	no	09/98 06/07	1,000	0	0 00	0	0 yes
	CITIZENS BANK	A	R	no	11/05 04/07	65,700	0	0 00	0	0 yes
	HSBC NV	A	R	no	04/94 04/07	12,500	0	0 00	0	0 yes
	CITIZENS CAF	A	I	no	05/02 11/05	14,918	0	0 00	0	0 yes
	CITIZENS CAF	A	I	no	10/05 11/05	14,522	0	0 00	0	0 yes
	PA HOUSING FINANCE AGE	A	I	no	05/92 11/05	32,000	0	0 00	0	0 yes
	COUNTY NATIONAL BANK	A	I	no	01/01 07/05	26,000	0	0 00	0	0 yes
	CHASE	A	R	no	03/04 05/05	6,500	0	0 00	0	0 yes
	G M A C	A	I	no	05/98 07/02	19,077	0	0 00	0	0 yes

Application Debt:	375	Curr Trades Debt:	269	New Trades Debt :	269	This Loan Pmt :	300
		Curr Total Debt :	644	New Total Debt :	944	Monthly Savings :	- 300
Total Income :	3,333	Curr Debt Ratio :	19.32%	New Debt Ratio :	28.32%	Total Pay Off :	0
		Curr Total Bal :	7,987	New Total Bal :	22,987		

TRW [RETURN] Payoff [EXECUTE] Mod Pmt [DETAIL] View Detail [SWITCH] View App [RECALL] Add

CreditRevue

DPLU Direct - PLOC Unsecured - RevolvingNorth Hill (\$15,000.00)

07/17/07 3:44 PM

9350543 (FC 160561685)

HUBLER JOHN

APPROVE (PENBKD)

Unique Trades From TRW (1 of 1 Files Included) CURRENT										
Originated	Name	Own Type	Open	Open	Report HC/OrigBl	Curr Bal	Pay Off	Curr Pmt	New Pmt	Inc
	M & T BANK	A	I	no	09/95 02/00	14,300	0	0 00	0	0 yes
	FIRST USA BANK N A	A	R	no	10/96 12/99	5,500	0	0 00	0	0 yes
	CAP ONE BK	A	R	no	03/97 01/99	3,882	0	0 00	0	0 yes
	SEARS/CBSD	A	R	yes	12/98 07/07	2,190	0	0 00	0	0 yes
	FASHION BUG/SOANB	A	R	yes	07/02 07/07	1,200	0	0 00	0	0 yes
	CITIZENS BANK	A	R	yes	11/05 06/07	750	0	0 00	0	0 yes
	FIRST USA BANK N A	A	R	no	04/99 05/00	8,500	0	0 00	0	0 yes

EXHIBIT

2

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 Nadene Beth Alres (Name)
Legal Specialist of Citizens Bank of PA (Company) plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.


(Signature)

WWR# 6415357

FILED

JUL 23 2008

William A. Shaw
Prothonotary/Clerk of Courts