

08-1418-CD

Capital One vs Kathryn Grace al

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

No: 08-1418-CD

vs.

COMPLAINT IN CIVIL ACTION

KATHRYN A GRACE
ANTHONY J GRACE

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06677142 C N Pit SMI

FILED *Atty pd.*
7/12/08 47/84 95.00
AUG 01 2008
1cc
William A. Shaw
Prothonotary/Clerk of Courts *Sheriff*

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

CAPITAL ONE BANK (USA), N.A

Plaintiff

vs.

Civil Action No

KATHRYN A GRACE
ANTHONY J GRACE

Defendants

COMPLAINT 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 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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK (USA), N.A. is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND , VA 23238 .

2. Defendants are adult individual(s) residing at the address listed below:

KATHRYN A GRACE
520 HANNAH ST
HOUTZDALE, PA 16651

ANTHONY J GRACE
520 HANNAH ST
HOUTZDALE, PA 16651

3. Defendants applied for and received a credit card bearing the account number XXXXXXXXXXXXXXXX2319 .

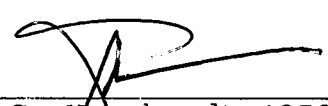
4. Defendants made use of said credit card and has a current balance due of \$11779.36 , as of June 13, 2008 .

5. Defendants are in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 28.700% per annum on the unpaid balance from June 13, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendants , KATHRYN A GRACE AND ANTHONY J GRACE , JOINTLY AND SEVERALLY , in the amount of \$11779.36 with continuing interest thereon at the rate of 28.700% per annum from June 13, 2008 plus costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06677142 C N Fit SMI

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.

CapitalOne

what's in your wallet?*

KATHRYN A GRACE

YOU'RE BEHIND BY**6****PAYMENTS****NOT PAYING YOUR DEBT
DOESN'T MAKE IT GO AWAY.**

500013

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

We're here to help. Please contact us to
find a solution that's right for you.

You can make a payment with our free check by phone service
or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

© 2006 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

500013-08503

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$9,381.93	\$0.00	\$228.30	\$44.00	\$9,654.23	\$1,904.23	Oct. 15, 2007

Aug. 21, 2007 — Sep. 19, 2007

Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
4305-7220-7018-2319

Your Account Information

TOTAL CREDIT LINE	\$7,750.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$7,750.00
AVAILABLE CREDIT FOR CASH	\$0.00

Your account is six payments behind. If we charge off your account due to late payments, we will report the charged-off status to several national credit bureaus, and the Purchase APR as reflected on this statement will be applied to all your outstanding balances. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your account and start rebuilding your credit with Capital One.

****Important Notice**** Under the terms we previously disclosed to you, your account is now eligible for an increase in Annual Percentage Rates (APRs) effective immediately. However, Capital One has elected not to raise your APRs at this time. Please be advised that if you fail to keep your account in good standing, Capital One reserves the right to raise your APRs in the future.

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$9,280.76	0.08011% P	29.24%	\$223.04
Cash	\$0.00	0.08011% P	29.24%	\$0.00
SpecialTrans	\$218.96	0.08011% P	29.24%	\$5.26

ANNUAL PERCENTAGE RATE applied this period: 29.24%

Payments, Credits & Adjustments**Transactions**

1	14 SEP	PAST DUE FEE	\$39.00
2	19 SEP	CAPITAL ONE MONTHLY MEMBER FEE	\$5.00



At Your Service 1-800-955-7070
To call Customer Relations or to report a lost or stolen card.



Send payments to:
Capital One Bank • P.O. Box 60024 • City of Industry, CA 91716-0024



Send inquiries to:
Capital One • P.O. Box 30285 • Salt Lake City, UT 84130-0285



Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes.

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

EXHIBIT

6056 506

1 07 19 070919 PAGE 1 of 1

01DM6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 4305722070182319 19 9654230720001904230

CapitalOne

what's in your wallet?*

New Balance	Minimum Payment	Due Date
\$9,654.23	\$1,904.23	Oct. 15, 2007

PLEASE PAY AT LEAST
THIS AMOUNT**Amount Enclosed**

Capital One Bank
P.O. Box 60024
City of Industry, CA 91716-0024

Account Number: 4305-7220-7018-2319

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

#9026370960131645# MAIL ID NUMBER

KATHRYN A GRACE
ANTHONY J GRACE
1675 S GRANT ST STE 400
SAN MATEO, CA 94402-2676

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

26R03.O 0100
1762S
2

1. How To Avoid A Finance Charge.

- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003
Capital One 016LBAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK (USA), N.A.

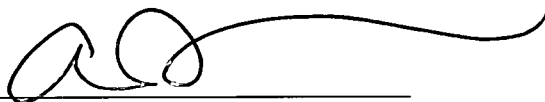
vs

GRACE, KATHRYN A

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., Plaintiff Herein, that he/she is duly authorized to make this Declaration, 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.



TRACY TAYLOR



Notary Public

JOYCE MARSON
NOTARY PUBLIC
STATE OF GEORGIA
COMMISSION EXPIRES OCT 20, 2011

4305722070182319

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1418-CD

CAPITAL ONE BANK (USA) N.A.

VS

KATHRYN A. GRACE and ANTHONY J. GRACE
COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 08/31/2008

HEARING:

PAGE: 104497

DEFENDANT: KATHRYN A. GRACE
ADDRESS: 520 HANNAH ST.
HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8-6-08-9:13^{AM}-N/H

8-15-08-2:15^{PM}-N/H

SHERIFF'S RETURN

NOW, 8-14-08 AT 4:00 AM (PM) SERVED THE WITHIN

COMPLAINT ON KATHRYN A. GRACE, DEFENDANT

BY HANDING TO KATHRYN GRACE, Def.

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

ADDRESS SERVED 520 HANNAH ST.
HOUTZDALE, PA. 16651.

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR KATHRYN A. GRACE

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO KATHRYN A. GRACE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers. CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

FILED

01:58 PM
AUG 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1418-CD

CAPITAL ONE BANK (USA) N.A.
vs
KATHRYN A. GRACE and ANTHONY J. GRACE
COMPLAINT

SERVICE # 2 OF 2

SERVE BY: 08/31/2008 HEARING: PAGE: 104497

DEFENDANT: ANTHONY J. GRACE
ADDRESS: 520 HANNAH ST.
HOUTZDALE, PA 16651
ALTERNATE ADDRESS

FILED

07:58:34
AUG 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 8-6-08-9:13^{AM}-N/H
8-13-08-2:15^{PM}-N/H

SHERIFF'S RETURN

NOW, 8-14-08 AT 4:00 AM/PM **SERVED** THE WITHIN

COMPLAINT ON ANTHONY J. GRACE, DEFENDANT

BY HANDING TO KATHRYN GRACE, Wife

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

ADDRESS SERVED 520 HANNAH ST.
Houtzdale, Pa. 16651

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR ANTHONY J. GRACE

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO ANTHONY J. GRACE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

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

CAPITAL ONE BANK

Plaintiff

vs.

KATHRYN A GRACE
ANTHONY J GRACE

Defendant

No.08-1418-CD

PRAECIPE FOR ENTRY OF JUDGMENT
BY CONSENT

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

WWR#06677142
\$12,357.09

FILED

SEP 22 2008

W/11:50/10
William A. Shaw
Prothonotary/Clerk of Courts

entr. to EACU
DEPT W/NOTICE

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-1418-CD

KATHRYN A GRACE
ANTHONY J GRACE

Defendant

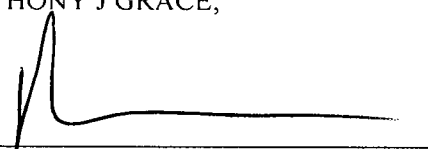
PRAECIPE FOR JUDGMENT BY CONSENT

TO THE PROTHONOTARY:

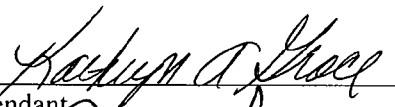
Kindly enter Judgment against Defendant, KATHRYN A GRACE and ANTHONY J GRACE, in the amount of
\$12,357.09 plus costs, based upon the consent of the parties.


CONSENTED TO:

WELTMAN, WEINBERG & REIS CO., L.P.A.,
ANTHONY J GRACE,

By: 
Attorney for Plaintiff

KATHRYN A GRACE

By: 
Defendant

By: 
Defendant

WWR#06677142

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-1418-CD

KATHRYN A GRACE
ANTHONY J GRACE

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, KATHRYN A GRACE and ANTHONY J GRACE, above-named, in the amount of \$12,357.09 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$12,357.09 with continuing interest thereon at a rate of 6.00% per annum plus costs from August 26, 2008.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, KATHRYN A GRACE and ANTHONY J GRACE, in the amount of \$12,357.09 plus continuing interest thereon at the rate of 6.00% per annum from August 26, 2008 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:
 - (a) \$1,000.00 down due by August 29, 2008;
 - (b) \$ 250.00 due by September 30, 2008
 - (b) \$250.00 due on the 30th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "CAPITAL ONE BANK"

5. The first payment due under this agreement is to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 436 Seventh Avenue, Suite 2718, Pittsburgh, PA 15219. All future payments are to be mailed to the offices of Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.


6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

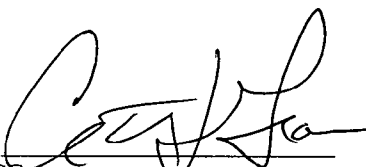
8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 8th day of September, 2008.

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
WWR No. 06677142

By: 
Defendant, KATHRYN A GRACE and ANTHONY J GRACE

By: 

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-1418-CD

KATHRYN A GRACE
ANTHONY J GRACE

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 _____

(xx) Assumpsit Judgment in the amount
 of \$12,357.09 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.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent

Prothonotary

KATHRYN A GRACE
520 HANNAH ST
HOUTZDALE, PA 16651

By: _____
PROTHONOTARY (OR DEPUTY)

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 08-1418-CD

KATHRYN A GRACE
ANTHONY J GRACE

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 9-22-08

(xx) Assumpsit Judgment in the amount
 of \$12,357.09 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.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 ☐ Award
 (XX) By Consent
 Prothonotary

ANTHONY J GRACE
520 HANNAH ST
HOUTZDALE, PA 16651

By: 
PROTHONOTARY (OR DEPUTY)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104497
NO: 08-1418-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.
vs.
DEFENDANT: KATHRYN A. GRACE and ANTHONY J. GRACE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3496939	20.00
SHERIFF HAWKINS	WELTMAN	3496939	80.00

S
FILED
07/05/11
DEC 31 2008
William A. Shaver
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

WELTMAN, WEINBERG & REIS, CO., L.P.A.
BY: William T. Molczan, 47437
I.D. No. 47437
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
File # 06677142 C N Pit SJS

Attorney for Plaintiff(s)

CAPITAL ONE BANK (USA), NA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

vs.

KATHRYN A GRACE,
ANTHONY J GRACE,

CASE NO. 08-1418-CD

PRAECIPE TO SATISFY

TO THE PROTHONOTARY:

FILED pa 87.00
m 11:37 am
MAY 28 2012
William A. Shaw
Prothonotary/Clerk of Courts
cc Mokzan

Kindly mark the case and judgment entered against Defendants
KATHRYN A GRACE, ANTHONY J GRACE, as satisfied.

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

By William T. Molczan
William T. Molczan
Attorney for Plaintiff