

00-1064-CD  
Credit Recovery vs Franklin Tucker al

00

00-1064-CD

CREDIT RECOVERY SYSTEMS, INC. -vs- FRANKLIN R. TUCKER etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

<sup>114</sup>CREDIT RECOVERY SYSTEMS, INC.  
assignee of <sup>114</sup>HOUSEHOLD FINANCE  
CONSUMER DISCOUNT COMPANY

NO. 00-1064-00  
IN CIVIL ACTION

-vs-

*Plaintiff(s)*

<sup>34</sup>FRANKLIN R. TUCKER and  
<sup>104</sup>MARGARET A. TUCKER, jointly and  
severally

*Defendant(s)*

COMPLAINT

CODE -  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*

PA I.D. No. 37942

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone (412) 682-1466

Fax (412) 682-3138

FILED

AUG 28 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CREDIT RECOVERY SYSTEMS, INC.  
assignee of HOUSEHOLD FINANCE  
CONSUMER DISCOUNT COMPANY

NO.  
IN CIVIL ACTION

-vs- *Plaintiff(s)*

FRANKLIN R. TUCKER and  
MARGARET A. TUCKER, jointly and  
severally

*Defendant(s)*

**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 upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a 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  
One North Second Street  
Clearfield, Pennsylvania 16830  
Telephone Number 814-765-2641 Ex 50-51

## COMPLAINT

1. Plaintiff is a corporation having offices at 46 College Avenue, Nanuet, NY 10954.

2. Defendant is an individual whose address is T & V TRAILER PARK, LOT 15, Lawhead Street, Hyde, Clearfield County, Pennsylvania 16843.

3. On or about October 23, 1995, the Defendant applied for and was granted a Personal Credit Line by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

4. Defendant made purchases and/or received cash advances using said Personal Credit Line.

5. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

6. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

7. Plaintiff avers that the balance due amounts to \$9,322.22.

8. Plaintiff avers that interest has accrued at the rate of 23.90% per annum on the balance due from June 27, 2000.

9. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing.

10. Plaintiff avers that pursuant to Plaintiff's agreement with Plaintiff's attorneys, Plaintiff's attorneys are to receive attorneys' fees of 33% of the debt due.

11. Plaintiff believes, and therefore avers, that said attorneys' fees rate is just and reasonable compensation for the services rendered by said attorneys.

12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the principal amount of \$9,332.22, with appropriate additional interest from June 27, 2000, plus attorneys fees and costs.

**APPLE AND APPLE, P.C.**

By: 

Attorneys for Plaintiff(s)

# Personal Credit Line Account Agreement

(Page 1 of 3)

## CREDITOR (called "We", "Us", "Our")

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
2141 S ATHERTON  
STATE COLLEGE PA 16801

## BORROWERS (called "You", "Your")

TUCKER, FRANKLIN R  
SS# 233624242  
TUCKER, MARGARET A  
SS# 188227933  
LAWHEAD ST PO BOX 292  
HYDE PA 16843

LOAN NO. 718501-20-895844

ON PORTION OF AVERAGE DAILY BALANCE	INITIAL MONTHLY PERIODIC RATE	INITIAL ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF THIS AGREEMENT	MARGIN
.01 AND OVER	1.992 %	23.900 %	\$ 8000	10/23/95	15.15000%

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", "our" and "Lender" refer to Household. This Agreement covers the terms and conditions of your Household Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Personal Credit Line is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as loss payee.

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."  
You may obtain any required insurance from anyone you choose.

**SEE REVERSE FOR ACCOUNT AGREEMENT**

01-03-95 L/S PA VR RL Non-RE

FILE COPY



PA066631

**EXHIBIT.....**

# Personal Credit Line Account Agreement (Page 2 of 3)

**AVAILABLE CREDIT.** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for a least \$100. Your available credit limit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**PROMISE TO PAY.** You promise to pay Household: (a) amount borrowed under this Agreement; (b) Finance Charges, Administrative Charges (bad check charge), and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees (if the attorney is not our salaried employee); and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**PAYMENT.** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment.

If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative charges provided in this Agreement; Third, to any unpaid credit insurance charges; and Fourth, to the unpaid outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

**MINIMUM MONTHLY PAYMENT.** The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Variable Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1 or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charge. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Variable Payment Amount depends on the monthly periodic rate then applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Variable Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

**FINANCE CHARGE.** The Finance Charge is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than 30). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

**VARIABLE RATE.** You agree that the monthly periodic rate used in determining your Finance Charge will be a variable rate which may change from month to month. The monthly periodic rate will be one-twelfth of the sum of the Prime Rate plus the number of percentage points as stated in the "Margin" box on page one. The Prime Rate applicable to any billing cycle will be the prime rate published in the "Wall Street Journal", a business newspaper, on the first publication day of the month in which the billing period begins. If a range of rates is published, we will use the highest of the rates in the range. When a change in the Prime Rate is published, a change in the monthly periodic rate will take effect on the first day of the first complete billing cycle following the date of the published change. The new rate will apply to new loans and charges, and to the existing balance of your account.

The initial monthly periodic rate on your account is shown on page one. The monthly periodic rate will not exceed that permitted by applicable law. If circumstances such as a change in the law, any court ruling or discontinued publication of the index do not permit us to continue use of this variable rate index, we will change the index according to the procedure set out below in "Termination and Changes in the Agreement." An increase in the Prime Rate may increase the Annual Percentage Rate (corresponding to the monthly periodic rate) and the minimum payment on your account.

**BAD CHECK CHARGE.** If you pay by a check which is returned for any reason, you will pay a bad check charge of \$20.

**OTHER CHARGES.** You also agree to pay any amounts actually incurred by Household for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

**TERMINATION AND CHANGES IN THE AGREEMENT.** We can change the terms of this Agreement, including increasing your Minimum Monthly Payment and increasing the marginal rate of Finance Charge, adding an annual fee and/or fees if permitted by applicable law, or change the Variable Rate Index, at any time. Prior written notice will be provided to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law. However, termination of your credit limit will occur only as provided in the "Default and Cancellation of Agreement" paragraph. Balances outstanding under this Agreement when the credit limit is reduced or terminated will continue to accrue interest at the variable contract rate until paid in full.

**DEFAULT AND CANCELLATION OF AGREEMENT.** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and to cancel your credit privileges under this Agreement because of (a) failure to make any payment in full when it is due under this Agreement; (b) frequent overdrawing of your line of credit; (c) failure to supply us with any information requested; (d) supplying us with misleading, false, incomplete or incorrect information; (e) breaking any of the promises, terms or conditions that are contained in this Agreement; (f) the filing of a bankruptcy petition by or against you; (g) the death of any borrower who signs this Agreement. After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law. You may be awarded reasonable attorney's fees if you prevail in an action against us.

**YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and Household's responsibilities under the Fair Credit Billing Act.

**Notify Household in Case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write Household on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Household's name and address)." Write to Household as soon as possible. Household must hear from you no later than 60 days after Household sent you the first bill on which the error or problem appeared. You can telephone Household, but doing so will not preserve your rights. In your letter, give Household the following information: Your name and account number. The dollar amount of the suspected error. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Household's Responsibilities After Household Receives Your Written Notice.** Household must acknowledge your letter within 30 days, unless Household has corrected the error by then. Within 90 days, Household must either correct the error or explain why Household believes the bill was correct.

After Household receives your letter, Household cannot try to collect any amount you question, or report you as delinquent. Household can continue to bill you for the amount you question, including finance charges, and Household can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Household is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Household finds that Household made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Household did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Household will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Household thinks you owe, Household may report you as delinquent. However, if Household's explanation does not satisfy you and you write to Household within ten days telling Household that you still refuse to pay, Household must tell anyone Household reports you to that you have a question about your bill. And, Household must tell you the name of anyone Household reported you to. Household must tell anyone Household reports you to that the matter has been settled between us when it finally is.

If Household doesn't follow these rules, Household can't collect the first \$50 of the questioned amount, even if your bill was correct.





Personal Credit Line Account Agreement (Page 3 of 3)

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-in-Lending disclosures contained on it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This loan is governed by the Pennsylvania Consumer Discount Company Loan Act and applicable Federal law.

Franklin R. Tucker (SEAL)  
Customer Signature

Margaret A. Tucker (SEAL)  
Customer Signature

Date: 10/23/95

Date: 10/23/95

Witness: Adi M. Smith (SEAL)

Witness: Adi M. Smith (SEAL)



## AFFIDAVIT

I, Jandy Strach, of  
Credit Recovery Systems Inc, Plaintiff  
herein, verify that the statements of fact contained in the foregoing Complaint  
are true and correct. I understand that false statements herein are made  
subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification  
to authorities.

7/5/00  
Date

Jandy Strach  
Affiant

Vice President  
Title

46 College Ave  
Address

Hanover, NY 10954  
City, State and Zip

FILED

AUG 28 2000 CPD bc: CPD pd \$80.00  
M13:34/2cc Sherry  
William A. Shaw  
Prothonotary

CHARLES F. BENNETT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CREDIT RECOVERY SYSTEMS, INC.

00-1064-CD

VS

TUCKER, FRANKLIN R.

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 7, 2000 AT 11:49 AM DST SERVED THE WITHIN COMPLAINT ON FRANKLIN A. TUCKER, DEFENDANT AT EMPLOYMENT, BAYER CLOTHING, FLETCHERVILLE PLANT, HYDE, CLEARFIELD COUNTY PENNSYLVANIA BY HANDING TO FRANKLIN A. TUCKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 8, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO MARGARET A. TUCKER, DEFENDANT IS "DECEASED".

28.20 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18th DAY OF SEPT. 2000  
[Signature]

SO ANSWERS,

Chester A. Hawkins  
by Marilyn Harris

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

SEP 18 2000  
0/4:00 / m  
William A. Shaw  
Prothonotary [Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CREDIT RECOVERY SYSTEMS, INC.  
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NO. 00-1064-CD  
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-vs- Plaintiff(s)

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MARGARET A. TUCKER, jointly and  
severally

Defendant(s)

COMPLAINT

CODE -  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

James R. Apple, Esq.

PA I.D. No. 37942

Charles F. Bennett, Esq.

PA I.D. No. 30541

Joel E. Hausman, Esq.

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone (412) 682-1466

Fax (412) 682-3138

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

AUG 28 2009

Attest:

  
Promulgatory

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CREDIT RECOVERY SYSTEMS, INC.  
assignee of HOUSEHOLD FINANCE  
CONSUMER DISCOUNT COMPANY

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IN CIVIL ACTION

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WHERE YOU CAN GET LEGAL HELP.**

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One North Second Street  
Clearfield, Pennsylvania 16830  
Telephone Number 814-765-2641 Ex 50-51

## COMPLAINT

1. Plaintiff is a corporation having offices at 46 College Avenue, Nanuet, NY 10954.

2. Defendant is an individual whose address is T & V TRAILER PARK, LOT 15, Lawhead Street, Hyde, Clearfield County, Pennsylvania 16843.

3. On or about October 23, 1995, the Defendant applied for and was granted a Personal Credit Line by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

4. Defendant made purchases and/or received cash advances using said Personal Credit Line.

5. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

6. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

7. Plaintiff avers that the balance due amounts to \$9,322.22.

8. Plaintiff avers that interest has accrued at the rate of 23.90% per annum on the balance due from June 27, 2000.

9. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing.

10. Plaintiff avers that pursuant to Plaintiff's agreement with Plaintiff's attorneys, Plaintiff's attorneys are to receive attorneys' fees of 33% of the debt due.

11. Plaintiff believes, and therefore avers, that said attorneys' fees rate is just and reasonable compensation for the services rendered by said attorneys.

12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant(s) in the principal amount of \$9,332.22, with appropriate additional interest from June 27, 2000, plus attorneys fees and costs.

**APPLE AND APPLE, P.C.**

By: \_\_\_\_\_  
Attorneys for Plaintiff(s)



(Page 1 of 3)

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
2141 S ATHERTON  
STATE COLLEGE PA 16801

TUCKER, FRANKLIN R  
SS# 233824242  
TUCKER, MARGARET A  
SS# 188227833  
LAWHEAD ST PO BOX 292  
HYDE PA 18843

LOAN NO. 718501-20-895844

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", "our" and "Lender" refer to Household. This Agreement covers the terms and conditions of your Household Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Personal Credit Line is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as loss payee.

**Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."**  
**You may obtain any required insurance from anyone you choose.**

**SEE REVERSE FOR ACCOUNT AGREEMENT**

01-03-85 L/S PA VR RL No-RE

FILE COPY



PA06883

**EXHIBIT.....**

# Personal Credit Line Account Agreement (Page 2 of 3)

**AVAILABLE CREDIT.** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for a least \$100. Your available credit limit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**PROMISE TO PAY.** You promise to pay Household: (a) amount borrowed under this Agreement; (b) Finance Charges, Administrative Charges (bad check charge), and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees (if the attorney is not our salaried employee); and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

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**MINIMUM MONTHLY PAYMENT.** The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Variable Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1 or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

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Monthly Periodic Rate	Variable Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

**FINANCE CHARGE.** The Finance Charge is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than 30). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

**VARIABLE RATE.** You agree that the monthly periodic rate used in determining your Finance Charge will be a variable rate which may change from month to month. The monthly periodic rate will be one-twelfth of the sum of the Prime Rate plus the number of percentage points as stated in the "Margin" box on page one. The Prime Rate applicable to any billing cycle will be the prime rate published in the "Wall Street Journal", a business newspaper, on the first publication day of the month in which the billing period begins. If a range of rates is published, we will use the highest of the rates in the range. When a change in the Prime Rate is published, a change in the monthly periodic rate will take effect on the first day of the first complete billing cycle following the date of the published change. The new rate will apply to new loans and charges, and to the existing balance of your account.

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**BAD CHECK CHARGE.** If you pay by a check which is returned for any reason, you will pay a bad check charge of \$20.

**OTHER CHARGES.** You also agree to pay any amounts actually incurred by Household for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

**TERMINATION AND CHANGES IN THE AGREEMENT.** We can change the terms of this Agreement, including increasing your Minimum Monthly Payment and increasing the marginal rate of Finance Charge, adding an annual fee and/or fees if permitted by applicable law, or change the Variable Rate Index, at any time. Prior written notice will be provided to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law. However, termination of your credit limit will occur only as provided in the "Default and Cancellation of Agreement" paragraph. Balances outstanding under this Agreement when the credit limit is reduced or terminated will continue to accrue interest at the variable contract rate until paid in full.

**DEFAULT AND CANCELLATION OF AGREEMENT.** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and to cancel your credit privileges under this Agreement because of (a) failure to make any payment in full when it is due under this Agreement; (b) frequent overdrawing of your line of credit; (c) failure to supply us with any information requested; (d) supplying us with misleading, false, incomplete or incorrect information; (e) breaking any of the promises, terms or conditions that are contained in this Agreement; (f) the filing of a bankruptcy petition by or against you; (g) the death of any borrower who signs this Agreement. After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law. You may be awarded reasonable attorney's fees if you prevail in an action against us.

**YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and Household's responsibilities under the Fair Credit Billing Act.

**Notify Household in Case of Errors or Questionable Items on Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write Household on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: Household's name and address." Write to Household as soon as possible. Household must hear from you no later than 90 days after Household sent you the first bill on which the error or problem appeared. You can telephone Household, but doing so will not preserve your rights. In your letter, give Household the following information: • Your name and account number • The dollar amount of the suspected error • Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Household's Responsibilities After Household Receives Your Written Notice.** Household must acknowledge your letter within 30 days, unless Household has corrected the error by then. Within 90 days, Household must either correct the error or explain why Household believes the bill was correct.

After Household receives your letter, Household cannot try to collect any amount you question, or report you as delinquent. Household can continue to bill you for the amount you question, including finance charges, and Household can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Household is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Household finds that Household made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Household did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Household will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Household thinks you owe, Household may report you as delinquent. However, if Household's explanation does not satisfy you and you write to Household within ten days telling Household that you still refuse to pay, Household must tell anyone Household reports you to that you have a question about your bill. And, Household must tell you the name of anyone Household reported you to. Household must tell anyone Household reports you to that the matter has been settled between us when it finally is.

If Household doesn't follow these rules, Household can't collect the first \$50 of the questioned amount, even if your bill was correct.



Personal Credit Line Account Agreement (Page 3 of 3)

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-in-Lending disclosures contained on it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This loan is governed by the Pennsylvania Consumer Discount Company Loan Act and applicable Federal law.

Franklin R. Tucker (SEAL)  
Customer Signature

Margaret A. Tucker (SEAL)  
Customer Signature

Date: 10/23/95

Date: 10/23/95

Witness: [Signature] (SEAL)

Witness: [Signature] (SEAL)



## AFFIDAVIT

I, Jardy Strach, of  
Credit Recovery Systems Inc, Plaintiff  
herein, verify that the statements of fact contained in the foregoing Complaint  
are true and correct. I understand that false statements herein are made  
subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification  
to authorities.

1/5/00  
Date

Jardy Strach  
Affiant

Vice President  
Title

46 College Ave.  
Address

Haverhill, NY 10954  
City, State and Zip

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

114  
CREDIT RECOVERY SYSTEMS, INC.  
assignee of HOUSEHOLD FINANCE  
CONSUMER DISCOUNT COMPANY

NO. 00-1064-CD  
IN CIVIL ACTION

-vs-

*Plaintiff(s)*

34  
64  
FRANKLIN R. TUCKER and  
MARGARET A. TUCKER, jointly and  
severally

*Defendant(s)*

PRAECIPE TO DISCONTINUE  
WITHOUT PREJUDICE

CODE -  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*

PA I.D. No. 37942

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone (412) 682-1466

Fax (412) 682-3138

FILED

MAY 14 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CREDIT RECOVERY SYSTEMS, INC.  
assignee of HOUSEHOLD FINANCE  
CONSUMER DISCOUNT COMPANY

NO. 00-1064-CD  
IN CIVIL ACTION

-vs- Plaintiff(s)

FRANKLIN R. TUCKER and  
MARGARET A. TUCKER, jointly and  
severally

Defendant(s)

PRAECIPE TO DISCONTINUE  
WITHOUT PREJUDICE

TO THE PROTHONOTARY

SIR:

Kindly discontinue without prejudice the above-captioned matter upon the records  
of the Court.

SWORN TO AND SUBSCRIBED

APPLE AND APPLE, P.C.

BEFORE ME THIS 9 DAY OF

May, 2001

By:

*[Signature]*  
Attorneys for Plaintiff(s)

*[Signature]*  
**NOTARY PUBLIC**  
Michelle A. Bernard-Danielson, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires May 14, 2001  
Member, Pennsylvania Association of Notaries

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FILED  
MAY 14 2001  
100  
MAY 17 2001  
MAY 14 2001

William A. Shaw  
Prosecutor

Copy of Disc. to Atty & CA

Atty

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...  
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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Credit Recovery Systems, Inc.  
Household Finance Consumer Discount Company

Vs.

No. 2000-01064-CD

Franklin R. Tucker  
Margaret A. Tucker

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 May 14, 2001 marked:

Discontinued without Prejudice

Record costs in the sum of \$128.20 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of May A.D. 2001.

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William A. Shaw, Prothonotary