

00-1120-CD  
Beneficial Cons. Vs S. Chesney al

00

5-1120-CD  
BENEFICIAL CONSUMER DISCOUNT COMPANY -vs- SHERRY L. CHESNEY et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

113  
BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

83  
SHERRY L. CHESNEY and  
113 ALFRED H. CHESNEY,

Defendants.

CIVIL DIVISION

No. 00-1120-CO

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MICHELLE D. SMITH, ESQ.  
PA ID NO. 74800

MOLLICA & MURRAY  
Firm #952

450 Trimont Plaza  
1305 Grandview Avenue  
Pittsburgh, PA 15211-1205

(412) 381-7000

**FILED**

SEP 11 2000

William A. Shaw  
Prothonotary

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

SHERRY L. CHESNEY and  
ALFRED H. CHESNEY,

Defendants.

**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 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.**

David S. Meholic, Court Administrator  
Clearfield County Courthouse, Clearfield, PA 16830  
(814) 765-2641, Ext. 32

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

SHERRY L. CHESNEY and  
ALFRED H. CHESNEY,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, **BENEFICIAL CONSUMER  
DISCOUNT COMPANY**, by its Attorneys, **Mollica & Murray**, with its  
Civil Action Complaint, the following of which is a statement  
thereof:

1. **BENEFICIAL CONSUMER DISCOUNT COMPANY** is a  
Corporation, duly authorized to conduct business in the  
Commonwealth of Pennsylvania with its principal office situate at  
2700 Sanders Road, Prospect Heights, IL 60070, hereinafter  
referred to as "Plaintiff".

2. **SHERRY L. CHESNEY and ALFRED H. CHESNEY** are adult  
individuals residing at 506 Thompson Street, Curwensville, PA  
16833.

3. On or about April 14, 1999, Defendants entered into  
a Loan Agreement with the Plaintiff, a copy of which is attached  
hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Agreement with Defendants, Plaintiff  
advanced funds to the Defendants.

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5. Defendants are in default under the terms and conditions of the aforementioned Agreement for failing to make payments when due, with the last payment having been made on or about June 23, 2000.

6. Pursuant to the terms of the Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of EIGHT THOUSAND, THREE HUNDRED NINETY-SEVEN and 13/100 (\$8,397.13) DOLLARS as of July 27, 2000.

7. Numerous demands have been made upon Defendants by Plaintiff, but Defendants have failed or refused to pay.

8. Pursuant to the Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

WHEREFORE, Plaintiff claims damages in the sum of EIGHT THOUSAND, THREE HUNDRED NINETY-SEVEN and 13/100 (\$8,397.13) DOLLARS, with interest thereon at the rate of 25.698% from July 27, 2000, plus court costs and attorneys' fees.

Respectfully submitted,

MOLLICA & MURRAY

By:

  
CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MICHELLE D. SMITH, ESQ.  
PA ID NO. 74800

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Attorneys for Plaintiff  
450 Trimont Plaza  
1305 Grandview Avenue  
Pittsburgh, PA 15211

**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)**

**LENDER (called "We", "Us", "Our")**  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 1995 S. ATHERTON ST  
 STATE COLLEGE PA 16801

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

CHESNEY, SHERRY L  
 SS# 200323552  
 CHESNEY, ALFRED H  
 SS# 137307759  
 RD#1 BOX 183A  
 WOODLAND PA 16881

LOAN NO: 711707-514605

EFFECTIVE DATE 04/14/1999	FIRST PAYMENT DUE DATE 05/14/1999	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 04/14/2004	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 14,769.00	AMOUNT FINANCED \$ 8,120.64			
TOTAL FINANCE CHARGE \$ 6,648.36	SCHEDULED INTEREST \$ 6,498.36	SERVICE CHARGE \$ 160.00		OFFICIAL FEES \$ .00
LIFE INS PREMIUM \$ 513.08	DISABILITY INS PREMIUM \$ 779.80	IUI PREMIUM \$ 584.85		
PROPERTY INS (PPI) 246.62				NON FILING INSURANCE PREMIUM \$ NONE
FIRST INSTALLMENT \$ 246.15	MONTHLY INSTALLMENT \$ 246.15		TERM PERIOD 60	

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y		PERSONAL PROPERTY ON EXHIBIT 1		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.  
 (See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT

10-17-98 NRE

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3).

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths."

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 8602, Elmhurst, IL 60126.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**OPTIONAL INSURANCE.** Optional Credit Insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Sherry L. Chesser (SEAL)  
Alvin M. Chesser (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

Jeffrey

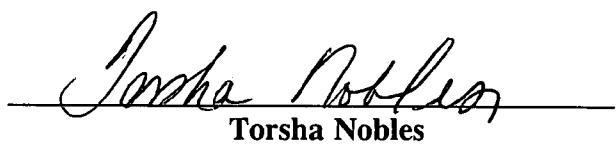


VERIFICATION

**Torsha Nobles Recovery Specialist for**

BENEFICIAL CONSUMER DISCOUNT COMPANY, a Household International Company

deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Torsha Nobles  
**Torsha Nobles**

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COLLECT A DEBT AND ANY  
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BE USED FOR THAT PURPOSE.

**FILED**

SEP 11 2000

*SCS*

*Mildred*

*William A. Shaw*

Prothonotary

atty Chromulak

PD \$80.00

2cc Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10170

BENEFICIAL CONSUMER DISCOUNT

VS.

CHESNEY, SHERRY L.

00-1120-CD

COMPLAINT

**SHERIFF RETURNS**

---

NOW SEPTEMBER 14, 2000 AT 12:55 PM DST SERVED THE WITHIN COMPLAINT ON  
SHERRY L. CHESNEY, DEFENDANT AT RESIDENCE 506 THOMPSON ST.,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L.  
CHESNEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

NOW SEPTEMBER 14, 2000 AT 12:55 PM DST SERVED THE WITHIN COMPLAINT ON  
ALFRED H. CHESNEY, DEFENDANT AT RESIDENCE 506 THOMPSON ST.,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L.  
CHESNEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

---

Return Costs

Cost	Description
30.24	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

SEP 29 2000

William A. Shaw  
Prothonotary

Sworn to Before Me This

20th Day of September 2000

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

So Answers,

*Chester A. Hawkins  
by Marilynn Harry*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

SHERRY L. CHESNEY and  
ALFRED H. CHESNEY,

Defendants.

CIVIL DIVISION

No. 00-1120-CD

TYPE OF PLEADING:

Praeclipe to  
Settle and Discontinue

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MICHELLE D. SMITH, ESQ.  
PA ID NO. 74800

MOLLICA & MURRAY  
Firm #952

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FILED  
OCT 13 2000

William A. Shaw  
Prothonotary

cc to many  
cc to att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No. 00-1120-CD

Plaintiff,  
vs.

SHERRY L. CHESNEY and  
ALFRED H. CHESNEY,

Defendant.

PRAECIPE TO SETTLE AND DISCONTINUE

TO: The Prothonotary

Please settle and discontinue the above-captioned action  
and mark the docket accordingly.

Respectfully submitted,

MOLLICA & MURRAY

By:

*Michele D. Smith*  
CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MICHELLE D. SMITH, ESQ.  
PA ID NO. 74800

Sworn to and subscribed  
before me this 11 day  
of October, 2000.

Attorneys for Plaintiff  
450 Trimont Plaza  
1305 Grandview Ave.  
Pittsburgh, PA 15211

*Yvonne Gardner Jones*  
Notary Public



Notarial Seal  
Yvonne Gardner Jones, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan. 28, 2001  
Member Pennsylvania Association of Notaries

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CERTIFICATE OF SERVICE

I, Michelle D. Smith, Esquire, counsel for Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY hereby certify that a true and correct copy of the foregoing Praeclipe to Settle and Discontinue was served upon the following by United States First Class Mail, postage prepaid on this <sup>10th</sup> day of October, 2000:

Alfred and Sherry Chesney  
506 Thompson Street  
Curwensville, PA 16833

*Michelle D. Smith*  
\_\_\_\_\_  
Michelle D. Smith, Esq.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,  
Plaintiff(s)

Vs.

No. 00-1120-CD

SHERRY L. CHESNEY AND  
ALFRED H. CHESNEY  
Defendant(s)

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 this day, the 13 day of October A.D. 2000, marked:

SETTLE AND DISCONTINUE

Record costs in the sum of \$130.24 have been paid in full by MICHELLE D. SMITH, ESQ..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13 day of OCTOBER A.D. 2000- AD.

  
\_\_\_\_\_  
Prothonotary