

01-848-CD  
BENEFICIAL CONSUMER DISCOUNT CO. -vs- GERALD L. BRESSLER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant.

CIVIL DIVISION

No. 01-848-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**

JUN 04 2001

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.

GERALD L. BRESSLER,

Defendant.

**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. 5982

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

CIVIL DIVISION

No.

Plaintiff,  
vs.

GERALD L. BRESSLER,

Defendant.

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. **GERALD L. BRESSLER** is an adult individual residing at R.D.#1, Box 429F, Curwensville, PA 16833.

3. On or about December 11, 2000, Defendant 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 Defendant, Plaintiff advanced funds to the Defendant.

THIS IS AN ATTEMPT TO COLLECT  
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THAT PURPOSE.

5. Defendant is in default under the terms and conditions of the aforementioned Agreement. Defendant failed to make his payments when due.

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 Defendant is in the sum of Six Thousand Four Hundred Fifty Four and 38/100 (\$6,454.38) Dollars as of April 20, 2001.

7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has 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 Six Thousand Four Hundred Fifty Four and 38/100 (\$6,454.38) Dollars, with interest thereon at the rate of 25.698% from April 20, 2001, 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  
Attorneys for Plaintiff  
450 Trimont Plaza  
1305 Grandview Avenue  
Pittsburgh, PA 15211

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THAT PURPOSE.

## LOAN PAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 90 BEAVER DRIVE  
 SUITE 114 C  
 DUBOIS PA 15801

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

BRESSLER, GERALD L  
 SS# 180561268  
 RD 1 BOX 429F  
 CURWENSVILLE PA 16833

LOAN NO: 711723-552403

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY	CONTRACT RATE (per year)
12/11/2000	01/11/2001	SAME DAY OF EACH MONTH	12/11/2005	25.698 %
TOTAL OF PAYMENTS	AMOUNT FINANCED			
\$ 12,216.60	\$ 6,691.30			
TOTAL FINANCE CHARGE	SCHEDULED INTEREST	SERVICE CHARGE		OFFICIAL FEES
\$ 5,525.30	\$ 5,375.30	\$ 150.00		\$ .00
LIFE INS PREMIUM	DISABILITY INS PREMIUM	IUI PREMIUM		
\$ 241.52	\$ 525.31	\$ 483.78		
		PROPERTY INS (PPI)		
		220.15		
				NON FILING INSURANCE PREMIUM
				\$ NONE
FIRST INSTALLMENT	MONTHLY INSTALLMENT		TERM PERIOD	
\$ 203.61	\$ 203.61		60	

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y		PERSONAL PROPERTY 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 TERMS.

03-01-00 NRE



PAB75011

X808805E11K99CEA9000PA8750110\*\*BRESSLE

ORIGINAL

EXHIBIT

A

## 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 1547, Chesapeake, VA 23320.

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.

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

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement 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.

03-01-00 NRE

PAB75012



\*B08805E11K99CEA9000PA3750120\*\*BRESSLER

ORIGINAL

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:

Donald B. Burt

(SEAL)

(SEAL)

(SEAL)

WITNESS:

John A. Straitiff

03-01-00 NRE

PAB75013



\*B08805E11K99CEA9000PA875D13Q\*\*BRESSLER

\*

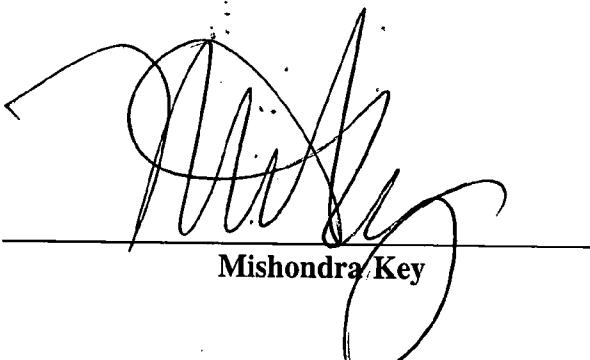
ORIGINAL

VERIFICATION

**Mishondra Key, 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.



Mishondra Key

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

**FILED**

JUN 04 2001

100-1253-City Chromulat  
William A. Shaw  
Prothonotary  
Pa. \$80.00

1cc Shaw

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11079

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

01-848-CD

**VS.**

**BRESSLER, GERALD L.**

**COMPLAINT**

**SHERIFF RETURNS**

NOW JUNE 11, 2001 AT 11:00 AM DST SERVED THE WITHIN COMPLAINT ON GERALD L. BRESSLER, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GERALD L. BRESSLER A TRUE AND ATTESTED COPY OF THE ORIGNIAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

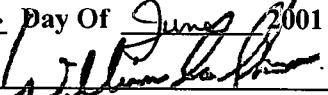
**SERVED BY: COUDRIET**

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**Return Costs**

<b>Cost</b>	<b>Description</b>
22.12	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**Sworn to Before Me This**

13 Day Of June 2001  


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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**  
2-02  
JUN 13 2001  
*WAS*  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant.

CIVIL DIVISION

No. 01-848-CD

TYPE OF PLEADING:

Praecipe for  
Default Judgment

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**

DEC 03 2001  
11/20/02 p.m. 20 pd by atty  
William A. Shaw  
Prothonotary  
Notice to def  
Statement to atty

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TO: PROTHONOTARY

Please enter judgment by default against the within-named defendant, GERALD L. BRESSLER, for failure to file an Answer as follows:

Amount claimed in Complaint: \$6,454.38

Interest from 4/21/01 thru 11/27/01: 182.76

Costs of Collection thru 11/27/01: 585.00

**TOTAL \$7,222.14**

With interest accruing on the total balance of **\$7,222.14** at the rate of 6% per annum, together with additional costs of suit.

By: *M. Chromulak*

CATHY ANN CHROMULAK, ESQUIRE  
MICHELLE D. SMITH, ESQUIRE  
Attorneys for Plaintiff

**AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

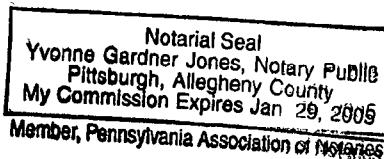
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared MICHELLE D. SMITH, ESQUIRE, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed to defendant on **November 14, 2001** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

*M. Chromulak*

CATHY ANN CHROMULAK, ESQ.  
MICHELLE D. SMITH, ESQ.

Sworn to and subscribed before me  
this 28th day of November, 2001.

*Yvonne Gardner Jones*  
Notary Public



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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT CIVIL DIVISION  
COMPANY,

Plaintiff, NO. 01-848-CD

vs.

GERALD L. BRESSLER,

Defendant.

TO: GERALD L. BRESSLER  
R.D.#1, Box 429F  
Curwensville, PA 16833

DATE OF NOTICE: November 14, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator  
Clearfield County Courthouse,  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

By:

  
CATHY ANN CHROMULAK, ESQ.  
MICHELLE D. SMITH, ESQ.  
Attorneys for Plaintiff

# MOLLICA & MURRAY

450 TRIMONT PLAZA  
1305 GRANDVIEW AVENUE  
PITTSBURGH, PENNSYLVANIA 15211-1205

Name and  
Address  
of Sender

RALPH J. MASCUCCHINI  
310 Austin Court, Wallingford, PA 19086

BRIAN G. MATTOCKS  
420 Friendship Road, Beaver Falls, PA 15010

MELANIE E. MATTOCKS  
420 Friendship Road, Beaver Falls, PA 15010

JAMES DUBANIEWICZ  
3143 Vernon Avenue, Pittsburgh, PA 15227

MARY K. DUBANIEWICZ  
3143 Vernon Avenue, Pittsburgh, PA 15227

FRANK M. STACHNIEWICZ  
49 Russell Street, Edwardsville, PA 18704

GERALD L. BRESSLER  
RD #1, Box 429F, Cuyahoga Falls, OH 44221

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# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

Plaintiff,

No. 01-848-CD

vs

GERALD L. BRESSLER,

Defendant.

## NOTICE OF ORDER, DECREE OR JUDGMENT

TO: GERALD L. BRESSLER  
R.D. #1, Box 429F  
Curwensville, PA 16833

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on 12-03-01.

( ) A copy of the Order or Decree is enclosed, or  
(X) The judgment is as follows: \$ 7,222.14 plus interest at the rate of 6% per annum and additional costs of suit.

  
\_\_\_\_\_  
Deputy (WM)

THIS IS AN ATTEMPT TO COLLECT  
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THAT PURPOSE.

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

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2001-00848-CD

Real Debt: \$7,222.14

Atty's Comm:

Vs. Costs: \$

Int. From:

Gerald L. Bressler  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 03, 2001

Expires: December 03, 2006

Certified from the record this 3rd day of December, 2001

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

No. 01-848-CD

vs.

GERALD L. BRESSLER,

Defendant,  
and

COUNTY NATIONAL BANK,

Garnishee.

TYPE OF PLEADING:

PRAECIPE FOR A  
WRIT OF EXECUTION

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 No. 952

1305 Grandview Avenue  
450 Trimont Plaza  
Pittsburgh, PA 15211  
(412) 381-7000

Plaintiff's Address:

2700 Sanders Road  
Prospect Heights, IL 60070

FILED

MAR 25 2002

0355 att. Chromulak  
William A. Shaw  
Prothonotary

Pd \$20.00  
6 Wnts

✓ Sherry  
RJ

THIS IS AN ATTEMPT TO COLLECT  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

No. 01-848-CD

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant,

and

COUNTY NATIONAL BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

TO: The Prothonotary

Please issue a Writ of Execution in the above matter,

1. directed to the Sheriff of CLEARFIELD County;
2. against GERALD L. BRESSLER, defendant, and
3. against COUNTY NATIONAL BANK, garnishee,
4. and index this writ
  - a. against GERALD L. BRESSLER, defendant, and
  - b. against COUNTY NATIONAL BANK, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendants in any accounts, individual and joint, personal and business.

5. Amount of Judgement	\$ 7,222.14
Additional Interest to Date	\$ 138.00
(Costs to be added)	\$
Pursuant to Writ of Execution	
and Service of Writ	
	_____
	\$ 7,360.14

*Michelle D. Smith*

MICHELLE D. SMITH, ESQ.

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**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Beneficial Consumer Discount Company

Vs.

Gerald L. Bressler

Vs.

County National Bank

Garnishee

NO.: 2001-00848-CD

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY , Plaintiff(s) from GERALD L. BRESSLER , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
  
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: County National Bank Garnishee(s) as follows: and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
  
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$7,222.14

INTEREST: \$138.00

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 03/25/2002

PAID: \$152.12

SHERIFF: \$

OTHER COSTS: \$

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_

At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Michelle D. Smith, Esquire  
MOLLICA & MURRAY  
1305 Grandview Avenue  
450 Trimont Plaza  
Pittsburgh, PA 15211  
(412) 381-7000

\_\_\_\_\_  
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY  
VS.  
GERALD L. BRESSLER.

Sheriff Docket # 12295

01-848-CD

WRIT OF EXECUTION      INTERROGATORIES TO GARNISHEE

**SHERIFF RETURNS**

NOW, MARCH 26, 2002, AT 2:30 PM O'CLOCK SERVED WRIT OF EXECUTION AND  
INTERROGATORIES TO GARNISHEE ON SUSAN KURTZ, CUSTOMER RELATIONS  
OF COUNTY NATIONAL BANK , GARNISHEE, AT HER PLACE OF EMPLOYMENT,  
1 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA,  
16830, BY HANDING TO SUSAN KURTZ, CUSTOMER RELATIONS OF COUNTY  
NATIONAL BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL  
WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE  
KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 26, 2002, RETURN WRIT AS BEING SERVED, PAID COSTS FROM  
ADVANCE AND MADE REFUND TO ATTORNEY.

SHERIFF HAWKINS \$20.34  
SURCHARGE        \$10.00  
PAID BY ATTORNEY

**FILED**

MAR 27 2002

03361  
William A. Shaw  
Prothonotary

Sworn to Before Me This

27th Day Of March 2002

Will A. Shaw

So Answers,

Chester A. Hawkins  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW

Beneficial Consumer Discount Company

Vs.

Gerald L. Bressler

Vs.

County National Bank

Garnishee

NO.: 2001-00848-CD

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY , Plaintiff(s) from GERALD L. BRESSLER , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
County National Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$7,222.14

INTEREST: \$138.00

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 03/25/2002

PAID: \$152.12

SHERIFF: \$

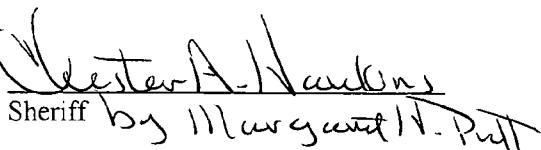
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 26th day  
of March A.D. 2002

At 10:17 A.M. P.M.

  
Sheriff by Margaret H. Pratt

Requesting Party: Michelle D. Smith, Esquire  
MOLLICA & MURRAY  
1305 Grandview Avenue  
450 Trimont Plaza  
Pittsburgh, PA 15211  
(412) 381-7000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant,

and

COUNTY NATIONAL BANK,

Garnishee.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

CIVIL DIVISION

No. 01-848-CD

TYPE OF PLEADING:

Praecipe to Settle and  
Discontinue Against Garnishee  
ONLY

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**

APR 08 2002

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. 01-848-CD

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant,  
and

COUNTY NATIONAL BANK,

Garnishee.

PRAECIPE TO SETTLE AND DISCONTINUE AGAINST GARNISHEE ONLY

TO PROTHONOTARY:

Please settle and discontinue this action against the above garnishee, COUNTY NATIONAL BANK and mark the docket accordingly.

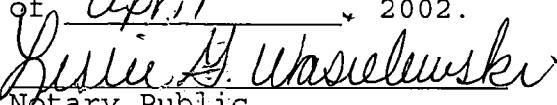
Respectfully submitted,

MOLLICA & MURRAY

By:   
CATHERINE ANN CHROMULAK, ESQ.  
MICHELLE D. SMITH, ESQ.

Attorneys for Plaintiff  
1305 Trimont Plaza  
Suite 4504  
Pittsburgh, PA 15211-1205

Sworn to and subscribed  
before me this 4<sup>th</sup> day  
of April, 2002.

  
Notary Public

Notarial Seal  
Leslie G. Wasilewski, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Apr. 19, 2004  
Member, Pennsylvania Association of Notaries

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

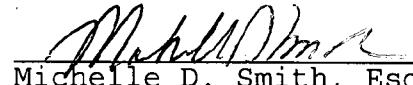
CERTIFICATE OF SERVICE

I, Michelle D. Smith, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY hereby certify that a true and correct copy of the foregoing Praeclipe to Settle and Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 5th day of APRIL, 2002:

4

COUNTY NATIONAL BANK  
ATTN: SUSAN B. KURTZ  
CUSTOMER SERVICE OFFICER  
PO BOX 42  
1 SOUTH SECOND STREET  
CLEARFIELD, PA 16830

GERALD L. BRESSLER  
R.D. #1, BOX 429F  
CURWENSVILLE, PA 16833

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

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

FILED

APR 08 2002

RC 100-2001 Cert. Due. to  
William A. Shaw  
Prothonotary

Catty  
Copy CA

**COPY**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Beneficial Consumer Discount Company**

Vs.

**No. 2001-00848-CD**

**Gerald L. Bressler**  
and  
**County National Bank**

**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 April 8, 2002 marked:

Settled and Discontinued against Garnishee, County National Bank only.

Record costs in the sum of \$182.46 have been paid in full by Cathy Ann Chromulak, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of April A.D. 2002.



---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

GERALD L. BRESSLER,

Defendant.

CIVIL DIVISION

No. 01-848-CD

TYPE OF PLEADING:

Praecipe to Satisfy  
Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

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 27 2002

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. 01-848-CD

Plaintiff,  
vs.

GERALD L. BRESSLER,

Defendant.

**PRAECIPE TO SATISFY JUDGMENT**

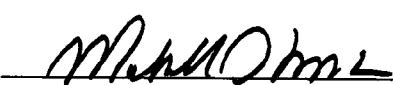
TO: PROTHONOTARY

Please satisfy the judgment against GERALD L. BRESSLER, at No. 01-848-CD, and mark the docket accordingly.

Respectfully submitted,

MOLLICA & MURRAY

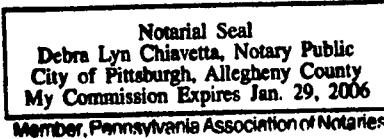
By:

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

Sworn to and Subscribed to  
before me this 24<sup>th</sup> day of  
September, 2002.

  
Debra Lyn Chiavetta  
Notary Public

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



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

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  
Satisfy Judgment was served upon the following by United States First Class Mail, postage prepaid  
on this 28th day of September, 2002:

28/9/02

GERALD L. BRESSLER  
R.D. #1, Box 429F  
Curwensville, PA 16833

Michelle D. Smith  
Michelle D. Smith, Esq.

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY

FILED

No CC

SEP 13 2002

SEP 27 2002

Auty pd. 7.00

William A. Shaw  
Prothonotary

Copy of Sat. to Auty  
EAS

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-00848-CD

Beneficial Consumer Discount Company

Debt: \$7,222.14

Vs.

Atty's Comm.:

Gerald L. Bressler

Interest From:

Cost: \$7.00

NOW, Friday, September 27, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 27th day of September, A.D. 2002.

---

Prothonotary