

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-CD

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

MOLLIKA & MURRAY

Firm #952

Defendant's Address:  
R.D.#1, Box 429F  
Curwensville, PA 16833

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. Meholick, 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.

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.

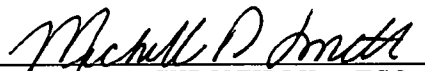
8. Pursuant to the Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**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

# 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 12/11/2000	FIRST PAYMENT DUE DATE 01/11/2001	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 12/11/2005	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 12,216.60	AMOUNT FINANCED \$ 6,691.30			
TOTAL FINANCE CHARGE \$ 5,525.30	SCHEDULED INTEREST \$ 5,375.30	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ 241.62	DISABILITY INS PREMIUM \$ 525.31	IUI PREMIUM \$ 483.78		
			PROPERTY INS (PPI) \$ 220.15	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 203.61	MONTHLY INSTALLMENT \$ 203.61	TERM PERIOD 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

208805E11K99CEA9000PAB750110\*\*BRESSLER

PAB75011

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:

Orlando B. B. B. (SEAL)

(SEAL)

(SEAL)

WITNESS:

John A. Straitiff

03-01-00 NRE

PAB75013



\*B08805E11K99CEA9000PAB750130\*\*BRESSLER

ORIGINAL

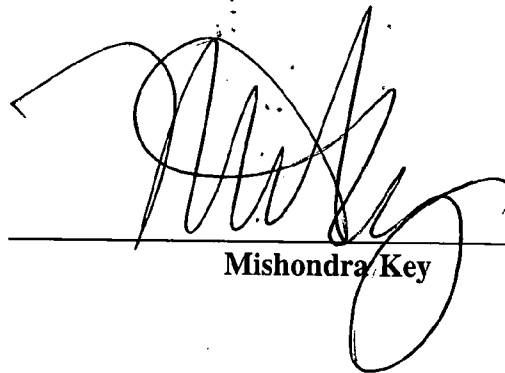


VERIFICATION

**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

*[Signature]*  
William A. Shaw  
Prothonotary

City of Chromola

Pa. \$80.00

1 cc 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 ORIGINAL  
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

**Return Costs**

Cost	Description
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

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

So Answers,

Chester A. Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

**FILED**

*WAS*  
2:02  
JUN 13 2001

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

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

Defendant's address:  
R.D. #1, Box 429F  
Curwensville, PA 16833

MOLLIKA & MURRAY  
FIRM #952

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

(412) 381-7000

**FILED**

DEC 03 2001

m/2:02 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. Ann 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. Ann 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

Notarial Seal  
Yvonne Gardner Jones, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan 29, 2005  
Member, Pennsylvania Association of Notaries

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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.

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

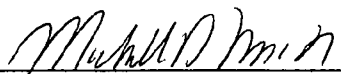
DATE OF NOTICE: November 14, 2001

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. Meholick, 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

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# MOLLIKA & MURRAY

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

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

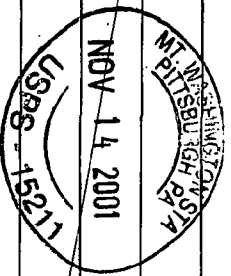
Check applicable boxes:  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance

Attach stamp here. If registered, attach certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt

P B 5 5 2 9 6 0 4  
NOV 14 2001



Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender if COD	Initial Fee	Final Fee	Remarks
1		<del>RALPH J. MASCUCCHINI</del> <del>318 Austin Court, Wallingford, PA 19086</del>									
2		<del>BRIAN G. MATTOCKS</del> <del>420 Friendship Road, Beaver Falls, PA 15010</del>									
3		<del>MELANIE E. MATTOCKS</del> <del>420 Friendship Road, Beaver Falls, PA 15010</del>									
4		<del>JAMES DUBANIEWICZ</del> <del>3143 Vernon Avenue, Pittsburgh, PA 15227</del>									
		<del>MARY A. DUBANIEWICZ</del> <del>3143 Vernon Avenue, Pittsburgh, PA 15227</del>									
6		<del>FRANK M. STACHNIEWICZ</del> <del>46 Russell Street, Edwardsville, PA 18704</del>									
7		<del>GERALD L. BRESSLER</del> <del>RD #1, Box 429F, Curwensville, PA 16833</del>									
8											
9											
10											
11											
12											
13											
14											
15											
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual P800, S813, and S821 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.						
7		<i>Ann</i>	<i>Pat</i>								



PS Form 3877, February 1994 Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

10850-3 }  
10400-4 } up

COPY

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.

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 EM

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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,

vs.

GERALD L. BRESSLER,

Defendant,  
and

COUNTY NATIONAL BANK,

Garnishee.

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

No. 01-848-CD

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

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**FILED**

MAR 25 2002  
01355 atty Chromulak  
William A. Shaw  
Prothonotary

pd \$20.00  
lwnts  
Shaw

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

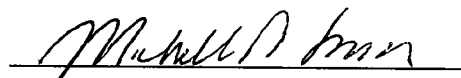
Please issue a Writ of Execution in the above matter,

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	<hr/> \$ 7,360.14
--	-------------------



MICHELLE D. SMITH, ESQ.

**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: \$

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

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

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

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

Sheriff Docket # 12295

BENEFICIAL CONSUMER DISCOUNT COMPANY

01-848-CD

VS.

GERALD L. BRESSLER.

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

013361  
William A. Shaw  
Prothonotary

Sworn to Before Me This

27th Day Of March 2002

*William A. Shaw*

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

So Answers,

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

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

Beneficial Consumer Discount Company

Vs.

NO.: 2001-00848-CD

Gerald L. Bressler

Vs.

County National Bank

Garnishee

**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 N. Pitt

Requesting Party: Michelle D. Smith, Esquire  
MOLICA & 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

**FILED**

**APR 08 2002**

**William A. Shaw**  
**Prothonotary**

**CIVIL DIVISION**

No. 01-848-CD

**TYPE OF PLEADING:**

Praeipie 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

**MOLLIKA & MURRAY**  
Firm #952  
450 Trimont Plaza  
1305 Grandview Avenue  
Pittsburgh, PA 15211-1205

(412) 381-7000

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

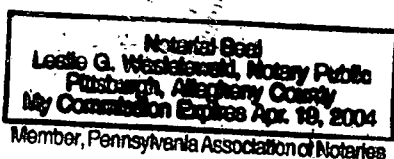
By:

*Michelle D. Smith*  
CATHY 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.

*Leslie G. Wasielewski*  
Notary Public



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

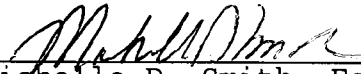


CERTIFICATE OF SERVICE

I, Michelle D. Smith, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY hereby certify that a true and correct copy of the foregoing Praecipe to Settle and Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this <sup>4</sup>~~5~~th day of APRIL, 2002:

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 03 2002

NO 12.241 Cert. Dec. to  
William A. Shaw  
Prothonotary City

RD Copy CA

COPY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Beneficial Consumer Discount Company

Vs.  
Gerald L. Bressler  
and  
County National Bank

No. 2001-00848-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

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

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

CIVIL DIVISION

No. 01-848-CD

TYPE OF PLEADING:

Praecepto to Satisfy  
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

MOLLIKA & 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:

*[Signature]*  
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.

*[Signature]*  
Notary Public

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


Notarial Seal  
Debra Lyn Chiavetta, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Jan. 29, 2006  
Member, Pennsylvania Association of Notaries

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

*QVR*

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

FILED

NO CE

SEP 27 2002

William A. Shaw  
Prothonotary

Copy of Set. to Atty  
Gen

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Beneficial Consumer Discount Company

No.: 2001-00848-CD

Vs.

Debt: \$7,222.14

Gerald L. Bressler

Atty's Comm.:

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