

02-635-CD
BENEFICIAL CONSUMER DISCOUNT COMPANY -vs- DENNIS R. CLARK Etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

DENNIS R. CLARK and
ERIC R. CLARK,

Defendants.

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

Defendants' Address:
515 Rear East 4th Street
Clearfield, PA 16830

CIVIL DIVISION

No. *02-635-00*

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

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

(412) 381-7000

FILED

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

APR 22 2002
12:36 PM
William A. Shaw
Prothonotary
Chromulak pd \$80.00
JCC Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

DENNIS R. CLARK and
ERIC R. CLARK,

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. 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.

DENNIS R. CLARK and
ERIC R. CLARK,

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. **DENNIS R. CLARK** and **ERIC R. CLARK** are adult individuals residing at 515 Rear East 4th Street, Clearfield, PA 16830.

3. On or about January 4, 2001, 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.

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

5. Defendants are in default under the terms and conditions of the aforementioned Agreement for failing to make their payments in the full amounts owed, 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 Defendants is in the sum of Five Thousand Four Hundred Sixty Nine and 79/100 (\$5,469.79) Dollars as of February 27, 2002.

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 Five Thousand Four Hundred Sixty Nine and 79/100 (\$5,469.79) Dollars, with interest thereon at the rate of 18.68% from February 27, 2002, 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 REPAYMENT 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")

CLARK, DENNIS R
SS# 178520940
CLARK, ERIC R
SS# 168507415
RR 2 BOX220
BROCKWAY PA 15824

LOAN NO: 711723-553429

DATE OF LOAN 01/04/2001	FIRST PAYMENT DUE DATE 02/04/2001	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 01/04/2006	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 7,312.20	AMOUNT FINANCED \$ 3,944.83			
TOTAL FINANCE CHARGE \$ 3,367.37	SCHEDULED INTEREST \$ 3,217.37	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 254.03	DISABILITY INS PREMIUM \$ 566.96	UI PREMIUM \$ 289.56		
		PROPERTY INS (PPI) \$ 115.60		
		NON FILING INSURANCE PREMIUM \$ NONE.		
FIRST INSTALLMENT \$ 121.87	MONTHLY INSTALLMENT \$ 121.87	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



*C120F8742099CEA9000PAB750110**CLARK

ORIGINAL

PAB75011

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



*C12DF8742099CEA9000PAB750120**CLARK

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:

Donni R. Clark (SEAL)

Eric R. Clark (SEAL)

(SEAL)

WITNESS:

Pat A. G. [Signature]

03-01-00 NRE

PAB75013



*C120F8742099CEA9C00PAB750130**CLARK

x

ORIGINAL

OPTIONAL PERSONAL PROPERTY PROTECTION

(Page 1 of 2)

Name Dennis & Eric Clark

Account Number 11723-00-553429

Address RR 2 Box 22C
(Street Address)

Date JANUARY 04, 2001

Brookway PA 15824
(City) (State) (Zip)

DEFINITIONS: In this form, the words you and your refer to all persons signing the Loan Agreement (hereinafter referred to as "Agreement") as a borrower. The words we, us, and our refer to the Lender shown on the Agreement.

PROPERTY INSURANCE THROUGH LENDER: We will not require you to obtain property insurance protection through us on any loan we make to you. Any property insurance purchased through us will be written by Wesco Insurance Company, which is affiliated with us, (hereinafter referred to as "Wesco"). One of our employees is an agent of Wesco and that employee is not acting as agent, broker, or fiduciary for you on this transaction. The agent of Wesco, we, or an affiliate may realize some benefit from the sale of property insurance.

PERSONAL PROPERTY PROTECTION (Not Applicable to Motor Vehicles and Mobile Homes): You have offered personal property as security for your loan. We have only accepted part of the offered personal property as security and we require evidence that the accepted property is insured against fire and other hazards. You may purchase this protection through us or from any agent or broker. You may also protect additional personal property that you own (excluding motor vehicles and mobile homes up to an amount equal to the replacement cost value of the insured property or the Amount Financed shown on the Loan Agreement less any filing and recording fees (\$40.00 if the loan is not secured by real property and \$435.00 if the loan is secured by a mortgage on real property), plus insurance costs and premiums or a maximum of \$25,000 (Maximum Coverage), whichever is less.

We have asked if you have adequate protection on the personal property. Your reply is as follows:

INITIAL DRC You have no protection and wish to buy the protection offered through us.
APPROPRIATE LINE _____ You have no protection and wish to buy the protection offered through us for the personal property that secures your loan and for additional personal property.
_____ You have protection on the personal property securing the loan or intend to buy it through an agent or broker of your choice. Your insurance company will name us as loss payee to receive a portion of claim proceeds. Until we receive notice naming us as loss payee, you agree to buy the protection offered through us. We agree to return the full premium if we receive that notice within 30 days.
_____ You have protection on the personal property and we have received notice naming us as loss payee.

PROTECTION (IF ELECTED): You are buying the personal property protection offered through us as shown below and authorize us to pay the cost from the amount of credit extended to you.

INITIAL DRC
LINE IF _____
ELECTED _____ Pays the repair cost or full replacement cost value of the insured property up to an amount of protection elected with no adjustment for depreciation. You are protected against loss or damage due to fire, lightning, earthquake, flood, and certain other perils, and, at a \$25 deductible, burglary, robbery, and theft.

SINGLE PREMIUM

AMOUNT OF PROTECTION
(Maximum - \$25,000)

TERMS (MONTHS)
(Maximum - 120 Months)

\$ 115.60

\$ 2720

\$ 120

Dennis R Clark

Insured Borrower

08-21-00 CE PPI
SECURED PLUS

PAB15221

12DF8742099P2P9000PAB15221C4CLARK ORIGINAL

TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)

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

BORROWERS (Called "You", "Your")
CLARK, DENNIS R
CLARK, ERIC R
RR 2 BOX22C
BROCKWAY PA 15824

LOAN NO: 711723-553429

• ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 27.597%	• FINANCE CHARGE The dollar amount the credit will cost you. \$ 3387.37	Amount Financed The amount of credit provided to you or on your behalf. \$ 3944.83	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 7312.20	Date of Loan 01/04/01
---	--	---	--	---------------------------------

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 121.87	02/04/01
059	\$ 121.87	Day 04 of each month thereafter. "e"

SECURITY: YOU ARE GIVING US A SECURITY INTEREST IN:
PERSONAL PROPERTY EXHIBIT 1

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).

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

"e" means an estimate.

NOTICE: The following page contains additional information.

12-13-99 NRE TIL

PAB18101



*C120F8742099FED9000PAB181310**CLARK

ORIGINAL

TRUTH-IN-LENDING DISCLOSURES (Page 2 of 2)

ITEMIZATION OF THE AMOUNT FINANCED

TO: DENNIS CLARK.....	\$	219.96
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$	254.03
CREDIT DISABILITY INSURANCE (PAID TO INSURANCE COMPANY).....	\$	565.96
CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE (PAID TO INSURANCE COMPANY).....	\$	289.66
CREDIT PROPERTY INSURANCE(PAID TO INSURANCE COMPANY).....	\$	115.60
CASH OR CHECK TO BORROWER.....	\$	2499.73
PREPAID FINANCE CHARGE.....	\$	150.00
AMOUNT FINANCED (EXCLUDING PREPAID FINANCE CHARGE).....	\$	3944.83

12-13-99 NRE TIL

PAB18102



*C12DF8742099FED9G00PAB181020**CLARK

*

ORIGINAL

VERIFICATION

Patricia Garcia, 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.

Patricia Garcia
Patricia Garcia

THIS IS AN ATTEMPT TO COLLECT
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THAT PURPOSE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12418

BENEFICIAL CONSUMER DISCOUNT COMPANY

02-635-CD

VS.

CLARK, DENNIS R. & ERIC R.

COMPLAINT

SHERIFF RETURNS

NOW MAY 16, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT "NOT FOUND" AS TO DENNIS R. CLARK, DEFENDANT.
UNKNOWN, DAVID CLARK LIVED THERE BUT MOVED TO NORTH CAROLINA.

NOW MAY 16, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE
WITHIN COMPLAINT "NOT FOUND" AS TO ERIC R. CLARK, DEFENDANT. MOVED
JUNE OF 2001 TO: 915 DEPOT ST., BROCKWAY, JEFFERSON COUNTY, PA.

Return Costs

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

FILED

MAY 16 2002

013.03

William A. Shaw
Prothonotary

WAS

Sworn to Before Me This

16th Day Of May 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 Marilyn Hamer
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

DENNIS R. CLARK and
ERIC R. CLARK

Defendants.

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

CIVIL DIVISION

No. 02-635-CD

TYPE OF PLEADING:

Praecipe to Discontinue
Without Prejudice

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 and MURRAY

Firm #952

450 Trimont Plaza
1305 Grandview Avenue
Pittsburgh, PA 15211-1205
(412) 381-7000

FILED

MAR 20 2003

William A. Shaw
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

DENNIS R. CLARK and
ERIC R. CLARK

Defendants.

CIVIL DIVISION

No. 02-635-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: The Prothonotary:

Please discontinue without prejudice the above-captioned action and mark the docket accordingly.

Respectfully submitted,

MOLLICA and MURRAY

By: 

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MICHELLE D. SMITH, ESQUIRE

PA ID NO. 74800

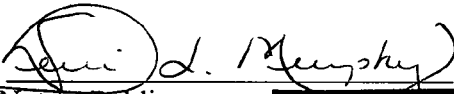
Attorneys for Plaintiff

1305 Grandview Avenue

450 Trimont Plaza

Pittsburgh, PA 15211-1205

Sworn to and subscribed
Before me this 18th day
of March, 2003.


Notary Public

Notarial Seal
Sherri L. Murphy, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 30, 2005
Member, Pennsylvania Association of Notaries

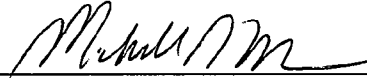
THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
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CERTIFICATE OF SERVICE

I, Michelle D. Smith, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praeceptum to Discontinue without Prejudice was served upon the following by First Class Mail, postage prepaid on this 17TH day of MARCH, 2003.

10

DENNIS R. CLARK
ERIC R. CLARK
515 REAR EAST 4TH STREET
CLEARFIELD PA 16830



Michelle D. Smith, Esq.

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

FILED

NO
cc

MAR 20 2003

cert. of Disc. to Atty Smith

William A. Shaw
Prothonotary

copy to C/A

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

CIVIL DIVISION

COPY

Beneficial Consumer Discount Company

Vs.

No. 2002-00635-CD

Dennis R. Clark

Eric R. Clark

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 March 20, 2003, marked:

Discontinued without prejudice

Record costs in the sum of \$80.00 have been paid in full by Cathy Ann Chromulak, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of March A.D. 2003.

William A. Shaw, Prothonotary