

2002-1651-CD
Discover Bank vs. Bobby & Joan Hawkins

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13210

DISCOVER BANK

02-1651-CD

VS.

HAWKINS, BOBBY & JOAN

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 25, 2002 AT 10:39 AM DST SERVED THE WITHIN COMPLAINT ON
JOAN HAWKINS, DEFENDANT AT RESIDENCE, 7 DORTHEA ST., HOUTZDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY HAWKINS,
HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 25, 2002 AT 10:39 AM DST SERVED THE WITHIN COMPLAINT ON
BOBBY HAWKINS, DEFENDANT AT RESIDENCE, 7 DORTHEA ST., HOUTZDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY HAWKINS A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM
THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
35.70	SHFF. HAWKINS PD. BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

JAN 22 2003

9:00
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

22nd Day Of January 2003



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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

CIVIL DIVISION

Plaintiff(s),

NO. 2002-01651cd

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

t 28799

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

FILED

2002-01651cd

WILLIAM A. Shaw
Prothonotary

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

v.

No. 2002-01651cd

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment against Defendant(s) and in favor of
Plaintiff in Default of an Answer or a Notice of Intention
to Appear as follows:

AMOUNT CLAIMED IN COMPLAINT	\$ 8,985.58
PLUS INTEREST FROM 05-16-2002 TO: 01-21-2003	\$ 1,218.59
ADD ATTORNEY'S FEES	\$ 2,040.83
<hr/> TOTAL	\$ 12,245.00

I certify that I mailed a notice of default to the
defendant(s) in the form attached hereto on the date stated
thereon which was more than ten (10) days before filing this
praeceipe.



Louis B. Swartz
Attorney for PLAINTIFF
SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002-01651cd

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

DEFAULT NOTICE

TO THE DEFENDANT: BOBBY & JOAN HAWKINS,
individuals
7 DORTHEA ST
HOUTZDALE PA 16651-1741

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 (10) 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:

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
1-800-692-7375

Date Dec 27, 2002

S-Louis B. Swartz

Louis B. Swartz
Attorney for PLAINTIFF
SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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FILED NO
CC

12/27/03 2 Notices - went together to
JAN 27 2003 Def in 1 env.

William A. Shaw Statement to Atty
Prothonotary

Atty pd. 20.08

ED

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

v.

No. 2002-01651cd

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

NOTICE OF JUDGMENT

TO: BOBBY & JOAN HAWKINS,
individuals
7 DORTHEA ST
HOUTZDALE PA 16651-1741

You, the above named Defendant(s) take notice that Judgment
has been entered with the Court of Common Pleas of CLEARFIELD
County, Civil Division in the sum of \$ 12,245.00 plus costs
and Interest.

PROTHONOTARY

Louis B. Swartz
Attorney for PLAINTIFF
SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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

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

Discover Bank by its servicing agent,
Discover Financial Services, Inc.
Plaintiff(s)

No.: 2002-01651-CD

Real Debt: \$12,245.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Bobby Hawkins
Joan Hawkins
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 27, 2003

Expires: January 27, 2008

Certified from the record this 27th day of January, 2003.

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

CIVIL DIVISION

Plaintiff(s),
v.

No. 2002-1651-cp

BOBBY & JOAN HAWKINS,
individuals

FILED

Defendant(s),

OCT 21 2002

COMPLAINT

William A. Shaw
Prothonotary

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
28799

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

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

COMPLAINT

1. Plaintiff(s) is DISCOVER BANK, by its servicing agent, DISCOVER FINANCIAL SERVICES, INC., a corporation. Plaintiff's address is 3311 MILL MEADOW DRIVE, HILLIARD OH 430260000.
2. Defendant(s) is BOBBY & JOAN HAWKINS, individuals. Defendant's address is 7 DORTHEA ST, HOUTZDALE PA 16651-1741.
3. Plaintiff's subsidiary Discover Financial Services, Inc., at Defendant's request, opened for the Defendant a Discover Card account number 6011 0024 7451 1078. Defendant thereafter used the account by making charges to the same and there is a balance due and unpaid, despite demand, in the amount of \$8,985.58, ever since May 16, 2002, plus interest at the contract rate of 19.80% per year and plus reasonable attorney fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$8,985.58 plus interest from May 16, 2002 and a reasonable attorney's fee and costs.

Louis B. Swartz
Attorney for PLAINTIFF
SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

CARDMEMBER AGREEMENT

Bank and that Agreement carefully before using your Discover® Card. Watch my never than, and from all other materials provided to you. In the event of any difference, this Agreement shall control.

ACCEPTANCE OF AGREEMENT. The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardholder, any other person or persons who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Greenwood Trust Company, the issuer of your Discover Card.

USE OF YOUR ACCOUNT. Your Account may be used for:

- Purchases - to purchase goods or services from NOVUS® Network merchant, by presenting your Card or account number.
- Cash Advances - to obtain cash advances at NOVUS Cash Network® automated teller machines, from participating financial institutions or other locations, or by means of checks which we may furnish to you, all in accordance with such additional terms and conditions as may be imposed from time to time.
- Balance Transfers - to transfer balances from other credit card accounts by means of balance transfer coupons or checks. In accordance with such additional terms and conditions or offers that are made from time to time, in addition, your Account may be used to guarantee hotel reservations at participating establishments. You will be liable for guaranteed reservations that are not canceled prior to the time specified by the establishment.

You agree that you will only use your Account for personal, family, household and charitable purposes. Your Account may not be used for business or commercial purposes or to obtain loans to purchase, carry or trade in securities.

In addition, your Account may not be used to pay any amount you owe under this Agreement. Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the refusal of anyone to accept or honor a Card or to accept checks that we have provided you. You must return any Card or unused checks to us upon request.

AUTHORIZED CARD USES. If you want to cancel the authority or permit the use of your Account by another person, you must notify us in writing or by telephone and destroy any Card in that person's possession.

(1-800-347-2603), or by writing USDISCOVER CARD, 1000 15th Street, Washington, DC 20006-1002. You may be liable for the unauthorized use of a Card or your Account. You will not be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

CREDIT LIMIT. We will advise you of your credit limit. We may increase or decrease your credit limit from time to time. You agree not to exceed or attempt to exceed your credit limit. You will exceed your credit limit if you allow your unpaid balance, including finance charges and fees, to exceed your credit limit. Your credit limit will not include the amount of any credit balance in your Account.

PROBLEMS TO PAY. You agree to pay us in U.S. Dollars for all purchases, cash advances and balance transfers, including applicable finance charges and other charges or fees, incurred by you or anyone you authorize or permit to use your Account or a Card. We will convert purchases and cash advances made in a foreign currency to U.S. Dollars at a rate existing on the date of conversion. If you pay us in other than U.S. Dollars, we may refuse to accept the payment or charge your Account our cost to convert your payment to U.S. Dollars. All checks must be drawn on funds on deposit in the U.S.

If your Account is a joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on your Account. We can accept late payments or partial payments, or checks and money orders marked payment in full or with any other restrictive endorsement without losing any of our rights under this Agreement.

MONTTHLY BILLING STATEMENT. We will send you a billing statement after each monthly billing period in which you have a debit or credit balance of \$1.00 or more. The billing statement will show all purchases, cash advances, balance transfers, finance charges and other charges or fees and all payments or other credits posted to your Account during the billing period. It will show your New Balance, Minimum Payment Due and Payment Due Date.

MONTTHLY PAYMENT DUE DATE. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be mailed or delivered to us in Delaware at 1700 Box 6011, Dover, DE 19902-6011 or by using the envelope enclosed with such statement. All payments will be applied as directed in our discretion. We reserve the right to apply payments to balances subject to lower Annual Percentage Rates, such as special rate balance transfers, prior to balances subject to higher Annual Percentage Rates.

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment, for the applicable Daily Periodic Rate. Only special rate balance transfers are included in the daily balance of balance transfers. Purchases are balance transfers and are included in the daily balance of purchases. At the end of the billing period, we add up the results of these daily calculations to determine your Periodic Finance Charges for the billing period.

For purchases, the daily balance is calculated on each day by first adding the balance of purchases and purchase rate balance transfers on that day. On the first day of the billing period, we also add to the balance those balance transfers that become purchase rate balance transfers on that day.

For cash advances, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: cash advances made that day, Transaction Fee Finance Charges for cash advances made that day, and Periodic Finance Charges charged on the previous day's

or is otherwise not in good standing.

CREDIT BALANCES. We will refund any credit balance without charge on business days on receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$1.00 which remain in your Account after two billing periods.

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other credit card accounts to your Account. Each offer will contain an initial special rate, which will be the Annual Percentage Rate that will apply to transferred balances for the time period specified. After the expiration of this time period, the Annual Percentage Rate that applies for purchases will apply to transferred balances. Balance transfers subject to the initial special rate are referred to as special rate balance transfers; balance transfers for which the initial special rate has expired are referred to as purchase rate balance transfers.

Each offer will contain an expiration date. If you attempt to transfer balances by means of a check after the expiration date, we will treat the transaction as a cash advance. We will not make balance transfers attempted by means of a cash advance. We will not make balance transfers attempted by means of a coupon after the expiration date.

PERIODIC FINANCE CHARGES. Except as explained below, Periodic Finance Charges are imposed on purchases, cash advances and balance transfers from the date the transaction occurs to the date of repayment. If the transaction is posted to your Account after the close of the billing period in which it occurs, we will treat the transaction as having occurred on the first day of the billing period in which it is posted to your Account. We will assess Periodic Finance Charges as follows:

(1) Billing Billing Period

Periodic Finance Charges are imposed for the current billing period on purchases, cash advances and balance transfers unless unpaid by the payment due date. The New Balance shown on your previous billing statement is included in the daily balance of balance transfers. Purchases are balance transfers and are included in the daily balance of purchases. At the end of the billing period, we add up the results of these daily calculations to determine your Periodic Finance Charges for the billing period.

For purchases, the daily balance is calculated on each day by first adding the balance of purchases and purchase rate balance transfers on that day. On the first day of the billing period, we also add to the balance those balance transfers that become purchase rate balance transfers on that day.

For cash advances, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: cash advances made that day, Transaction Fee Finance Charges for cash advances made that day, and Periodic Finance Charges charged on the previous day's



11201 MARCH 2008

daily balance; and (iv) then subtracting any credits and payments that are applied against the balance of cash advances on that day.

For balance transfers, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: balance transfers made that day and [periodic finance charges charged on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance transfers on that day. On the first day of the current billing period we also subtract from the balance those balance transfers that become purchaseable balance transfers on that day.

(2) Previous Billing Period

periodic finance charges are imposed for the previous billing period on previous billing period purchases, cash advances and balance transfers unless Periodic Finance Charges were already imposed for that billing period, or you paid the New Balance shown on your previous billing statement by the Payment Due Date. To compute these charges, we use the same method of calculation that we use in calculating the periodic finance charges for the current billing period, as described above, except that the applicable Daily Periodic Rates are applied to daily balances of purchases, cash advances and balance transfers for each day of the previous billing period. These daily balances are also computed as described above, with the previous day's daily balance considered to have been zero on the first day of the billing period.

(3) Daily Periodic Rates and Annual Percentage Rates

The Daily Periodic Rates applicable to purchases and cash advances for the current billing period and the previous billing period are based on the Annual Percentage Rate (in effect) for each billing period as determined below. The Daily Periodic Rates for each billing period are (i) 1/56th of the Annual Percentage Rate (in effect) for the billing period, (ii) Annual Percentage Rate for purchases (in effect) for the billing period, (iii) Annual Percentage Rate for cash advances (in effect) for the billing period, and (iv) the level for which you qualify, as explained below.

The Annual Percentage Rates are determined in part by the Prime Rate. For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as the prime rate in the money rates section of [110] Wall Street Journal on the last business day of the month. When the Prime Rate changes, the Annual Percentage Rates will change beginning on the first day of the first billing period which begins in the calendar month following the change in the Prime Rate. Increases in the Prime Rate may cause the Daily Periodic Rates, Periodic Finance Charges and Minimum Payment Due each month to increase. The Prime Rate is merely a price index and does not represent the lowest of best interest rate available to a borrower at any particular bank at any given time.

(4) Annual Percentage Rate for Purchases

We may have offered you an introductory rate on purchases. The introductory rate is the fixed Annual Percentage Rate that will apply to purchases for the time period specified in the offer. After expiration of this time period, the Annual Percentage Rate for purchases will be as described below.

The three Annual Percentage Rate levels for purchases are: the Standard Rate, the Better Rate and the Best Rate. The rate level for which you qualify is based on the total amount of purchases that you make during an annual period, as explained below. Purchases which compose this annual total are sometimes referred to as qualified purchases. We make certain appropriate adjustments to qualified purchases in respect of

Account activity (e.g. a credit issued for a returned purchase). You will qualify for: (a) Standard Rate if total qualified purchases are less than \$500.00, the Better Rate if total qualified purchases are \$500.00 or more but less than \$1000.00, and the Best Rate if total qualified purchases are \$1000.00 or more.

You will qualify for and receive the Best Rate until your first Anniversary Date, subject to disqualification. We refer to the date that is the last day of the twelve billing period after your Account was opened, and each annual anniversary of that date, as your Anniversary Date. On each Anniversary Date, we will determine your rate level based on total qualified purchases for the preceding 12 billing periods. The rate level will apply in purchases (including the outstanding purchase balance) beginning on the next day, subject to disqualification. You will not be eligible for the Better Rate or the Best Rate if your Anniversary Date you have failed to make the Minimum Payment due by the Payment Due Date for two consecutive billing periods.

If at any time you fail to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods, you will be disqualified from the Better Rate or the Best Rate and we will change your rate level to the Standard Rate. The Standard Rate will apply to purchases (including the outstanding purchase balance) from the first day of the second billing period in which you failed to make the Minimum Payment Due by the Payment Due Date until your next Anniversary Date.

If your Account is closed, the rate level (that is, the Standard Rate, the Better Rate or the Best Rate) in effect on the date your Account is closed will apply until your Account is paid in full, subject to disqualification as set forth above.

The Standard Rate is an ANNUAL PERCENTAGE RATE of (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 0.9 percentage points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 0.9 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 0.9 percentage points. The Better Rate and Best Rates have a minimum of 12.9%. The Daily Periodic Rates and corresponding Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

(5) Annual Percentage Rate for Cash Advances

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.0%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 0.9 percentage points, when the Prime Rate is 10.9% or more. The Daily Periodic Rate and corresponding Annual Percentage Rate in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

(6) Annual Percentage Rate for Balance Transfers

The Daily Periodic Rate and corresponding Annual Percentage Rate in effect for special rate balance transfers will be set forth in the disclosure for balance transfers section above. purchases rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases. If you received an offer prior to your receipt of this Agreement, the Daily Periodic Rates and Annual Percentages in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

TRANSACTION FEE FINANCE CHARGES. We will charge you a Transaction fee finance charge of 2.5% of the amount of each new cash advance. There is a minimum Transaction fee finance charge of \$2.00 and no maximum Transaction fee finance charge. The imposition of Transaction fee finance charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Percentage Rate. All forms of cash advances, including the use of Discover Card Checks, regardless of the purpose for which used, are subject to Transaction fee finance charges. To obtain the total finance charge on cash advances for each billing period, we add any Transaction fee finance charges for the billing period charged under this section to any Periodic finance charges calculated under the Periodic Finance Charges section above.

MINIMUM PERIODIC FINANCE CHARGE. We will charge you a minimum periodic finance charge of \$1.00 for any billing period in which some Periodic finance charge of less than \$1.00 would otherwise be imposed.

REFUNDED CHECK FEE. We will charge you a Refunded Check fee of \$1.50 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction is deposited from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

LATE FEE. We will charge you a late fee of \$20.00 if you fail to make a required payment within 20 days after the Payment Due Date in any month.

RESEARCH FEE. We may charge you a Research fee of \$5.00 for each copy of a billing statement or sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error.

OVERLIMIT FEE. We will charge you an Overlimit fee of \$15.00 for each billing period in which you exceed your credit limit. This fee may be charged even if the transaction which causes you to exceed your credit limit is authorized by us or if you exceed your credit limit due to the posting of finance charges or fees to your Account.

DEFAULT COLLECTION COSTS. You are in default if you become insolvent, if you file a bankruptcy petition or have no valid address, or if you fail to comply with the terms of this Agreement, including failing to make a required payment when due or exceeding your credit limit. If you are in default and we refer the collection of your Account to an attorney, we may charge you reasonable attorneys' fees and court or other collection costs as permitted by law and as actually incurred by us.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, each of you may cancel your Account. We may cancel or suspend your Account at any time without notice. We may also terminate the entire balance of your Account immediately due and payable without notice, if you are in default, if we have a reasonable belief that you are unable or unwilling to repay your obligations to us, if you are insolvent, if you file a bankruptcy petition or have one filed against you or if you die. We may choose not to renew your Account (beyond the expiration date shown on the last of a Card) without notice.

PRIVACY. We may investigate your credit, employment and income records and verify your credit references. We also may report to credit reporting agencies and other creditors the status and payment history of your Account, including negative credit information. We normally report to such credit reporting agencies each month. We will not release this information about your

Account to any other party without your prior written permission or legal process. However, if you are in default, you violate the terms of this Agreement or you file a bankruptcy petition or have one filed against you we may release information about your Account to third parties who may assist us in enforcing our rights under this Agreement. We may also include your name and address and other identifying information on lists of Creditmembers furnished to companies selling products or services that may be of interest to you. Our supervisory personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Creditmembers without notice to you. We may use automated telephone equipment or pre-recorded telephone calls to contact you about your Account.

CREDIT AUTHORIZATIONS. Certain purchases and cash advances will require our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction. We will not be liable to you if any of these events happen.

CHANGE OF TERMS. We may change any term or part of this Agreement, including any finance charge rates, by sending you a written notice which the finance charge rate is increased, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to no charge made after that date. If you do not agree to this change, you must notify us in writing within 30 days after the mailing of the notice of change at the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the un-changed Agreement. Otherwise, you will have a grace period after the change in the notice of your Account after the effective date of the change will be deemed acceptance of the new terms at such effective date, even if you previously notified us that you did not agree to the change.

CHANGE OF ADDRESS. If you change your address, you must notify us of your new address within 15 days.

ASSIGNMENT OF ACCOUNT. We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware and applicable federal law. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

Greenwood Trust Company
DISCOVER CARD


Vice President

TL 6 - 64

CASHBACK BONUS[®] TERMS AND CONDITIONS

The Cashback Bonus Terms and Conditions are not a part of the Cardholder Agreement.

1. Cashback Bonus is an amount documented in dollars and cents which may be earned by Cardmembers by using their Discover Card for purchases. Cashback Bonus[®] is not earned for cash advances. Cashback Bonus is subject to these terms and conditions and is subject to change without notice. Cashback Bonus is subject to being awarded in circumstances described below.

Qualification prior to being awarded in circumstances described below:

2. Cashback Bonus is calculated based on an annual period corresponding to the Cardmember's anniversary year. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one year period comprised of the next twelve monthly billing periods.

3. The amount of Cashback Bonus is calculated by multiplying each purchase by:

- 25% (.0075), if the purchase is part of the first \$1,000 in purchases during the anniversary year
- .50% (.0050), if the purchase is part of the second \$1,000 in purchases during the anniversary year
- .75% (.0075), if the purchase is part of the third \$1,000 in purchases during the anniversary year
- 1.0% (.01), if the purchase is part of the purchases in excess of \$3,000 during the anniversary year.

The total of such calculations for each anniversary year is the amount of Cashback Bonus which will be awarded as described below. The Cardmember's monthly billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement for each anniversary year.

4. Cashback Bonus is awarded shortly after each anniversary year. The exact method of award may change from year to year, but the Cardmember will have the opportunity to receive Cashback Bonus in a cash equivalent (i.e., check or credit to the Cardmember's Discover Card Account) as part of the award method. The Cardmember may have the opportunity to make a election or to exercise a choice as to the manner in which Cashback Bonus is awarded or the award redeemed. This failure to make such election or choice on a timely basis may result in the forfeiture of default options or in the disqualification of the Cardmember from award. It is the Cardmember's responsibility to notify Cashback Bonus award. If the Cardmember's responsibility is not received for Cashback Bonus award, it is the Cardmember's responsibility to contact Discover Card in the event a Cashback Bonus is not awarded but unawarded for any reason. Cardmembers have no right to award but unawarded Cashback Bonus amounts; if an account is closed for any reason prior to the award of Cashback Bonus will be forfeited.

5. Presently, Cashback Bonus is awarded by means of (i) a credit to the account, if the amount is less than \$2,00, and (ii) a check mailed in the Cardmember (by either first class or third class mail), if the amount is \$2,00 or greater.

6. Cashback Bonus is awarded to Cardmembers in good standing at the time of the award. Cardmembers who are delinquent at the time of the award may, at the option of Discover Card, have their Cashback Bonus applied automatically as a credit to their account.

7. In the event a Card is lost or stolen, the amount of Cashback Bonus due amount of qualifying purchases and the anniversary date from the old account are transferred to the new account.

8. Discover Card reserves the right to make appropriate adjustments to Cashback Bonus amounts in respect of account activity. (i.e., a credit to an account in respect of a prior purchase will result in a reduction of Cashback Bonus.)

CDP REV. 7/93

KEEP THIS NOTICE FOR FUTURE USE

Your Billing Rights

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Billing of Billing Detroit. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your right.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

If you don't follow the rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

2. Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any

questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

3. Special Rule For Credit Card Purchases

If you have a problem with the quantity of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the bill or invoice. There are two limitations on this right:
(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
(b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the goods or services.

ALL STATE LIFE INSURANCE COMPANY

One Office - Rockford, Illinois

CERTIFICATE OF INSURANCE

To the Insurance Company (herein called "Allstate"), has
Master Policy No. 64401363 to Greenwood Trust Company
in called "Travelorder" which provides Travel Accidental
Insurance for Cardmembers & the Policyholder and their
immediate family members.

For the residents. The benefits of the policy providing your
are governed primarily by the law of a State other than
the state of residence.

III:01:01

means a Discover Cardmember in good standing
and reliable, being dependents of the cardmember; the spouse
or children, or if a resident of the same household; and each
child, including stepchildren and adopted children, not
less than 19 years of age (23 if a full-time student), who is
not a member of the cardmember's household and maintains
the same person quality as an insured person under
the one Discover Card. Coverage for any handicapped child
of the cardmember, solely by teaching him limiting him. Coverage will
not include any medical treatment because of mental retardation or physical
handicaps and continues it. Be both (1) incapable of self-
care and (2) chiefly dependent upon the cardmember for
out and in attendance.

'Y.C. Inj.' means bodily injury caused by an accident
while the insurance is in force for the insured person and
in any event within 365 days of the accident, directly and
from only all other causes, in death.

'Up-to-r.' means riding in or upon or entering into or alighting

III:02:01:01 **ACCIDENTAL DEATH INSURANCE**

Allstate will pay the applicable Accidental Death benefit amounts
to you or your insured by an insured person while occupying an
airstat paying passenger when fare is charged in advance,
not as a passenger or crew member. The aircraft must be provided
or operated by a duly licensed common carrier for regular
or charter service.

DEFINITIONS

Accidental Death Benefit, when insured Person's full air fare is
charged in full, up to the Discover Card Account: \$300,000.

EXCLUSIONS

Accidental Death Benefits are not payable for deaths caused by:

1. suicide while sane or insane, or
2. death or undeclared war, or any act thereof.

TERMINATION OF COVERAGE

The insurance on each Insured Person will automatically terminate
at 12:01 a.m. on the date that they no longer fulfill the requirements
of an Insured Person as defined, or upon termination of the Master
Policy. Termination shall be without prejudice to any claim originating
prior to the effective date of termination.

GENERAL PROVISIONS

BENEFICIARY: Unless otherwise specified by the Cardmember,
any sum due under the Policy for loss of life of an Insured Person
will be paid:

1. to the Cardmember, if living, otherwise;
2. to the spouse of the Cardmember, if living, otherwise;
3. equally to the then living lawful children of the Cardmember,
including stepchildren and adopted children, if any, otherwise;
4. equally to the Cardmember's parents or parent then living
otherwise;
5. to the estate of the Cardmember.

CHANGE OF BENEFICIARY: The Cardmember may change the
beneficiary at any time by writing to Allstate. Once the change is
recorded by Allstate it will take effect as of the day the request was
signed, subject to any claim payment made before such recording.

The consent of the beneficiary is not needed for the change.

HOW TO REPORT A CLAIM: Written notice of claim must be given
to Allstate at its home office within six months after the occurrence
of any loss covered by the Policy, or as soon as reasonably
possible.

Notice given by or on behalf of the claimant or the beneficiary with
information sufficient to identify the insured person shall be deemed
notice.

CLAIM FORMS: Once Allstate receives a written notice of a claim,
it will send forms for filing proof of loss. These forms are not sent
to the claimant within 15 days after Allstate receives notice. The
proof of loss requirements will be met by giving Allstate written proof
of the occurrence, and cause of the loss within the time stated in the
Proof of Loss Provision.

PROOF OF LOSS: Written proof of loss must be furnished to
Allstate within nine months after the date of loss. If this is not
reasonably possible, Allstate may not deny the claim if the proof is
furnished as soon as reasonably possible, but not later than one
year from the time required, unless the claimant was legally
incapable of doing so.

PAYMENT OF CLAIM: Benefits payable for loss under the Policy
will be paid immediately upon receipt of due written proof of loss.
If any benefit under this Policy is payable to an Insured Person's
estate or to a person who is a minor or is otherwise not competent
to give a valid release, Allstate may pay part of the benefit (up to
\$1,000) to any blood relative of the Insured Person.
Any payment made in good faith shall fully discharge Allstate to the
extent of such payment.

LEGAL ACTION: Suit for benefits under the Policy cannot be
brought sooner than 60 days after Allstate received written proof of
loss as required, and no such action may be initiated after three
years from the time written proof of loss is required.

CONFORMITY WITH STATE LAWS: Any provision of the Policy
which, on its effective date, is in conflict with any law to which it is
subject, is annulled to conform to the minimum requirements of
such law.

AUTOPSY: Allstate at its own expense shall have the right and
opportunity to make an autopsy where it is not forbidden by law.

ALL STATE LIFE INSURANCE COMPANY


Robert B. Duncan
President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

VERIFICATION

VERIFICATION

The undersigned, Tracy Eller, avers
that the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date

9/3/02Tracy Eller

FILED

OCT 21 2002

11/3:00 a.m. *filed*
William A. Shaw PD 80.-
Prothonotary

2 cent TUSHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

v.

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

CIVIL DIVISION

No. 2002-01651cd

AFFIDAVIT OF NON-MILITARY SERVICE

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
t 28799

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

FILED

JAN 27 2003

William A. Shaw
Prothonotary

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

DISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

v.

No. 2002-01651cd

BOBBY & JOAN HAWKINS,
individuals

Defendant(s),

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) Bobby and Joan Hawkins
are not currently in the naval or military services of the
United States, either directly or indirectly.

These statements are made subject to the penalties of 18 Pa.
Cons. Stat. Ann. Section 4904 relating to unsworn falsification
to authorities.



FILED NO
M 12:25 PM
JAN 27 2003

William A. Shaw
Prothonotary