

02-1715-CD  
FIRST SELECT, INC. vs. CHARLOTTE SCHMOKE

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

FIRST SELECT, INC.

Plaintiff

vs.

CHARLOTTE SCHMOKE

Defendant

No. 02-1715-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02636625

**FILED**

OCT 31 2002

William A. Shaw  
Prothonotary

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No.

CHARLOTTE SCHMOKE

Defendant

**COMPLAINT IN CIVIL ACTION AND 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 an 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

LAWYER REFERRAL SERVICE  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No.

CHARLOTTE SCHMOKE

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, First Select, Inc., by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendant, Charlotte Schmoke, and, in support thereof, Plaintiff avers as follows:

1. The Plaintiff, First Select, Inc., is a corporation with its principal place of business located at 4460 Rosewood Drive, Pleasanton, CA 94588.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at RR1, Box 255, Morrisdale, PA 16858.
4. Defendant requested the account and made use of said account and has currently a balance due and owing to Plaintiff, as of October 17, 2002, in the amount of \$3,409.49.
5. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Charlotte Schmoke individually, in the amount of \$3,409.49 with finance charges thereon at the rate of 6% per annum from October 17, 2002, plus costs.

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

WELTMAN, WEINBERG & REIS, CO., L.P.A.

  
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#: 02636625

# STEPHEN REYNOLDS

User Module

Save X Exit

Work Debtors - Preview

Reference #: R24454 Window: 304

ACCOUNT: 900128620 Issuer: METRIS Orig Acct: 5458001228099481

Phase: LEGAL TSYS Acct: 4168100020601326

Status: PRELEGALDIALER PRELEGAL DIALER

Name: CHARLOTTE SCHMOKE Other:

SSN: Proceed With Suit

Addr:

HP: Account Number: 900128620 Aty Code: PAG

Name: CHARLOTTE SCHMOKE

Paymer Current Balance: 3,409.49 Date: 10/17/2002

Next Last Payment Dt.: 09/06/2002 Proceed With Suit?: Yes

Due Date Last Payment Amt: 100.00 Reason If "N":

Current \$ Paid Since Referral: Confirmation Date:

Current 1. 2. 3. 4. 5. 6.

Last:

Last:

Mail:

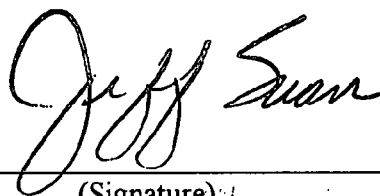
PRIVACY HUNG UP DEAD AIR WFC ANSWERED OTHER RFC

Start Legal Tracking Set Pay Period Stephen Reynolds User Module Document: ML 12:25 AM

1899  
42046

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsifications to authorities, that he is JEFF SWAN, Designated Agent of First Select Inc., plaintiff herein, that he is duly authorized the make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

A handwritten signature in cursive script, reading "Jeff Swan", is written over a horizontal line.

(Signature)  
JEFF SWAN

FILED

M/2:16-8H

OCT 31 2002

*[Signature]*

William A. Shaw  
Prothonotary

Att. Molezan

pd. 80.00

100 SHR



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

FIRST SELECT, INC.

Plaintiff

vs.

CHARLOTTE SCHMOKE

Defendant

No.02-1715-CD

STIPULATION OF THE PARTIES FOR  
PAYMENT AND FOR THE ENTRY OF  
JUDGMENT BY CONSENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02636625

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

NOV 22 2002

William A. Shaw  
Prethentary

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No. 02-1715-CD

CHARLOTTE SCHMOKE

Defendant

STIPULATION OF THE PARTIES FOR PAYMENT  
AND FOR THE ENTRY OF JUDGMENT BY CONSENT

AND NOW, comes the Plaintiff, by counsel, and the Defendant to Stipulate to Settlement and the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$3,409.49 with continuing attorneys' fees and interest thereon at a rate of 6% per annum plus costs from October 17, 2002.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, Charlotte Schmoke, in the amount of \$3,409.49 plus continuing interest thereon at the rate of 6% per annum from October 17, 2002 and costs.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) \$100.00 was due by November 4, 2002;

(b) no less than \$100.00 per month due on the 4th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "First Select, Inc."

5. The first payment due under this agreement, on November 4, 2002, was to be received at the offices of First Select, Inc., Payment Processing, 1100 East Arbrook, Arlington, TX 76014 and all subsequent payments are to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 Seventh Avenue, Pittsburgh, PA 15219.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 14<sup>th</sup> day of November  
2002.

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

WILLIAM T. MOLCZAN, ESQUIRE

PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Building

Pittsburgh, PA 15219

(412) 434-7955

WWR#02636625

CHARLOTTE SCHMOKE

By: 

Defendant

FILED

Att'y pd.  
2000

NOV 22 2002

1 CCa Notice to Def.

William A. Shaw  
Prothonotary

Statement to Atty Moiczka

*[Signature]*

COPY

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No. 02-1715-CD

CHARLOTTE SCHMOKE

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on \_\_\_\_\_

(xx)    Assumpsit Judgment in the amount  
         of \$3,409.49 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

(    )    If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration will be  
suspended by the Department of Transportation, Bureau of Traffic Safety,  
Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☐ Default  
         ☐ Verdict  
         ☐ Arbitration  
         ☐ Award  
         (XX) By Consent

Prothonotary

Charlotte Schmoke  
RR1, Box 255  
Norrisdale, PA 16858

By:   
PROTHONOTARY (OR DEPUTY)

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

First Select, Inc.  
Plaintiff(s)

No.: 2002-01715-CD

Real Debt: \$3,409.49

Atty's Comm:

Vs.

Costs: \$

Int. From:

Charlotte Schmoke  
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: November 22, 2002

Expires: November 22, 2007

Certified from the record this 22nd day of November, 2002.

\_\_\_\_\_  
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

FIRST SELECT, INC.

Plaintiff

vs.

CHARLOTTE SCHMOKE

Defendant

No. 02-1715-CD

ACCEPTANCE OF SERVICE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D. #47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02636625

FILED

NOV 22 2002

William A. Shaw  
Prothonotary



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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No. 02-1715-CD

CHARLOTTE SCHMOKE

Defendant

**ACCEPTANCE OF SERVICE**

I, CHARLOTTE SCHMOKE, do hereby accept service of the Complaint in Civil Action.

DATE: 11-13-2002

Charlotte Schmoke  
Defendant

FILED

NO  
CC

NOV 22 2002

William A. Shaw  
Prothonotary

*[Handwritten signature]*

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

Sheriff Docket # 13262

FIRST SELECT INC.

02-1715-CD

VS.

SCHMOKE, CHARLOTTE

COMPLAINT

**SHERIFF RETURNS**

NOW JANUARY 16, 2003 RETURN THE WITHIN COMPLAINT "NOT SERVED,  
TIME EXPIRED" AS TO CHARLOTTE SCHMOKE, DEFENDANT.

**Return Costs**

Cost Description

14.37 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

17th Day Of January 2003

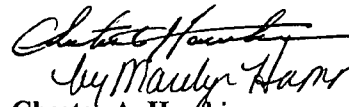


WILLIAM A. SHAW

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  
CIVIL DIVISION

FIRST SELECT, INC.

Plaintiff

vs.

CHARLOTTE SCHMOKE

Defendant

No. 02-1715-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02636625

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

OCT 31 2002

Attest.

*William T. Molczan*  
Prothonotary/  
Clerk of Courts

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No.

CHARLOTTE SCHMOKE

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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LAWYER REFERRAL SERVICE  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

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

FIRST SELECT, INC.

Plaintiff

vs.

Civil Action No.

CHARLOTTE SCHMOKE

Defendant

COMPLAINT

AND NOW COMES, Plaintiff, First Select, Inc., by and through its counsel, WELTMAN, WEINBERG & REIS, CO., LPA., and hereby files this Complaint against Defendant, Charlotte Schmoke, and, in support thereof, Plaintiff avers as follows:

1. The Plaintiff, First Select, Inc., is a corporation with its principal place of business located at 4460 Rosewood Drive, Pleasanton, CA 94588.
2. Plaintiff is the owner of this account, which is the subject matter of this action.
3. Defendant is an adult individual residing at RR1, Box 255, Morrisdale, PA 16858.
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WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Charlotte Schmoke individually, in the amount of \$3,409.49 with finance charges thereon at the rate of 6% per annum from October 17, 2002, plus costs.

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

WELTMAN, WEINBERG & REIS, CO., L.P.A.

A handwritten signature in dark ink, appearing to read 'William T. Molczan', is written over a horizontal line.

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#: 02636625

# STEPHEN REYNOLDS

User Module

Save X tm

Work Debtors - Preview

Reference #: R24454 Window: 304

ACCOUNT: 900126620 Issuer: METRIS Orig Acct: 5458001238099481

Phase: LEGAL TSYS Acct: 4168100020604325

Status: PRELEGALDIALER - PRELEGAL DIALER

Name: CHARLOTTE SCHMOKE Other:

SSN:

Addr:

HP:

Account Number: 900126620 ATY Code: PA6

Name: CHARLOTTE SCHMOKE

Paymer Current Balance: 3,409.49 Date: 10/17/2002

Next Last Payment Dt: 09/06/2002 Proceed With Suit? Yes

Due Da Last Payment Amt: 100.00 Reason If "N":

Curren \$ Paid Since Referral: Confirmation Date:

Curren 1 2 3 4 5 6

Last i

Last i

Mail:

PRIVACY HUNG UP DEAD AYE WFO ANSMACH OTHER KPC

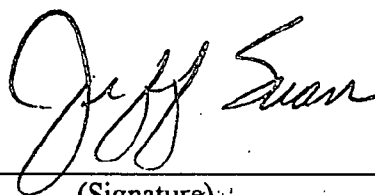
Start Level Tracking Ser Trys Read od Stephen Reyna User Module Document: ME 7:21 AM

18.99  
430.46



VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsifications to authorities, that he is JEFF SWAN, Designated Agent of First Select Inc., plaintiff herein, that he is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

A handwritten signature in cursive script, reading "Jeff Swan", written over a horizontal line.

(Signature)  
JEFF SWAN

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

FIRST SELECT, INC.

Plaintiff

No. 02-1715-CD

vs.

CHARLOTTEE SCHMOKE

ASSIGNMENT OF JUDGMENT

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02636625

**FILED**

JUN 16 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST SELECT, INC.  
Plaintiff

No.02-1715-CD

vs.

CHARLOTEE SCHMOKE  
Defendant

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that First Select, Inc., in consideration of the sum of \$10.00 in hand paid to First Select, Inc. , receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, transfer, assign and set over unto Credigy Receivables, Inc., whose address is Two Sun Court, Suite 450, Norcross, GA 30092, its successors and assigns, all of the right, title, and interest of First Select, Inc. and docketed in Commonwealth of Pennsylvania \$3,409.49, in debt or damages, a charges, with all the benefit and grant to Credigy Receivables, Inc. use.

*Add new Piff*  
*do new disp. -*  
*"Assignment of*  
*Judg"*

entered by and in favor of  
ty, in the  
ig in the amount of  
ued interest, late  
Select, Inc. does hereby  
over the same to its own

This assignment is made on whatsoever by First Select, Inc. to Credigy Receivables, Inc. as to the judgment, its enforcement, and/or collectability.

First Select, Inc. does hereby further authorize and empower the Prothonotary or any attorney on behalf of the said Credigy Receivables, Inc. to mark the said judgment to its use.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2003.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219


(412) 434-7955

WWR#02636625

)

)

)

  
Notary Public

Notary Public

FILED

no cc

m 13:56:01 Aug pd 20.00  
JUN 16 2003

William A. Shaw  
Prothonotary



FIRST SELECT CORPORATION

Plaintiff

VS.

CHARLOTTE SCHMOKE

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD, PENNSYLVANIA

02-1715-CD  
: NO. ~~0000021715CD~~

: CIVIL ACTION - LAW

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw from appearance William Molczan of Weltman, Weinberg, and Reis Co. LPA on behalf of plaintiff, First Select Corporation, in connection with the above matter.

BY: 

William Molczan  
Attorney I.D. # 47437  
Weltman, Weinberg, and Reis Co., LPA  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter an appearance for Michael Ratchford of Edwin A. Abrahamsen and Associates, PC on behalf of plaintiff, First Select Corporation, in connection with the above matter.

BY: 

Michael Ratchford  
Attorney I.D. #86285  
Edwin A. Abrahamsen and Associates, PC  
1729 Pittson Avenue  
Scranton, PA 18504

FILED No CC  
OCT 23 2008 12:30 PM  
EID

William A. Shaw  
Prothonotary/Clerk of Courts

COB- 0129

FIRST SELECT CORPORATION

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD, PENNSYLVANIA

VS.

02-1715-CD  
: NO. ~~0000021715CD~~

CHARLOTTE SCHMOKE

: CIVIL ACTION – LAW

Defendant

**ASSIGNMENT OF JUDGMENT**

THIS INDENTURE, made this 27th day of December, 2002 between First Select Inc. (the "Assignor"), 1600 Ormsby Station Court, Louisville, Kentucky 40223, and Credigy Receivables Inc. (the "Assignee"), 2877 Paradise Road, Suite 303, Las Vegas, NV 89109.

WHEREAS, Judgment was entered in the above referenced Court in favor of First Select, Inc., and against CHARLOTTE SCHMOKE in the sum of \$3409.49 plus interest on 11/22/2002; and

WHEREAS, the Assignee is now the owner of said Judgment,

NOW THEREFORE WITNESSETH, that the Assignor, for valuable consideration received, has sold, assigned, and transferred to the Assignee the said Judgment and all monies that may be had or obtained by means thereof, or upon any proceedings to be had thereupon. The assignee has the right to take all lawful proceedings for the recovery of the money due or to become due on said Judgment; and upon payment, to acknowledge satisfaction or discharge the same. The Assignor hereby covenants that said judgment remains unsatisfied and that the Assignor will not collect or receive the same or any part by the Assignee; and that Edwin A. Abrahamsen and Associates, PC, is retained as the attorney for plaintiff.

IN WITNESS WHEREOF, this assignment has been duly executed by the Assignor and Assignee the day and year first above written.

**First Select, Inc., Assignor**

**Credigy Receivables Inc., Assignee**

By: Credigy Receivables Inc., Assignee as  
Attorney in Fact for First Select, Inc.

(Signature on Following Page)

(Signature on Following Page)

Assignment of Judgment  
First Select Vs. CHARLOTTE SCHMOKE

**FILED**  
012:42/01  
OCT 23 2008

5  
William A. Shaw  
Prothonotary/Clerk of Courts

Att'y Ratchford  
pd. 7.00  
2cc Att'y Ratchford  
e10



BY:

Katresha Hughley  
Assistant Vice President  
Credigy Receivables Inc.  
See Exhibit "A"

BY:

Emily Woods  
Assistant Vice President  
Credigy Receivables Inc.

Dated:

6/24/2012

Dated:

June 24, 2012

STATE OF GEORGIA ) SS:  
COUNTY OF FORSYTH )

The foregoing instrument was sworn to and subscribed before me this 24 day of June, 2008 by Katresha Hughley and Emily Woods, personally known to me to be the individual whose name is subscribed to the within instrument.

Donna Hutchinson  
NOTARY PUBLIC

My Commission expires 3/18/2012



Pursuant to a Power of Attorney dated July 30, 2004, see Attached Exhibit "A" – Power of Attorney.

Assignment of Judgment  
First Select Vs. CHARLOTTE SCHMOKE

## EXHIBIT A

### POWER OF ATTORNEY - PURCHASE AND SALE AGREEMENT

(a) First Select, Inc., a Delaware corporation ("Seller"), hereby irrevocably constitutes and appoints Credigy Receivables, Inc., a Nevada corporation ("Attorney"), with full power of substitution, acting through any officer, employee or agent appointed by Attorney, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Seller and in its own name, or, if specifically authorized below, in the name of Seller, from time to time, for the purpose of carrying out the terms of that certain Purchase and Sale Agreement, dated as of December 27, 2002, by and between Seller and Attorney as Purchaser thereunder (collectively, the "Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement) to take any and all appropriate action to accomplish, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish, the purposes of the Agreement; and, without limiting the generality of the foregoing, Seller hereby grants to Attorney, the power and right, at any time, to do the following:

(i) in the name of Seller or in its own name, endorse Seller's name upon any checks, drafts, notes, acceptances, money orders and other remittances received by Seller or Purchaser on account of the Acquired Assets;

(ii) in Attorney's own name, direct any party liable for any payment under or in respect of any of the Acquired Assets to make payment of any and all monies due or to become due thereunder, directly to Attorney or Purchaser or as Attorney shall direct;

(iii) in Attorney's own name, in sign and endorse any invoices, express bills, drafts against debtors, assignments, verifications, and notices in connection with accounts and other documents constituting or related to the Acquired Assets;

(iv) in Attorney's own name, settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate;

(v) in Attorney's own name, file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Attorney for the purpose of collecting any and all such monies due under the Acquired Assets whenever payable;

(vi) in Attorney's own name, commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to enforce any other right in respect of the Acquired Assets;

(vii) in Attorney's own name, defend any suit, action or proceeding brought against Seller with respect to the Acquired Assets if Seller does not defend such suit, action or proceeding or if Attorney believes that Seller is not pursuing such defense in a manner that will maximize the recovery with respect to the Acquired Assets; and

(viii) (A) in Seller's name (provided Attorney's status as attorney-in-fact is disclosed) or in Attorney's own name, execute such documents as are necessary or desirable to (1) assign Seller's right, title and interest in and to judgments relating to the Accounts (2) substitute Purchaser for Seller as plaintiff in any litigation or bankruptcy proceeding or (3) assign Seller's right, title and interest in Accounts subject to consumer credit counseling service agreements and (B) in Attorney's own name, execute such pleadings, instruments, assignments, bills, receipts, affidavits, certifications and other documents as Attorney deems necessary to effectuate the full transfer of the Acquired Assets to Purchaser or to assist in the enforcement or collection of any Acquired Asset; and

(b) Seller hereby authorizes Attorney shall lawfully, and in accordance with the Agreement, do or cause to be done by virtue hereof and waives notice of presentment, protest and dishonor of any instrument endorsed by Attorney pursuant to this Power of Attorney or in connection with the transactions contemplated by the Agreement. The power of attorney granted pursuant to this Power of Attorney is a power couple with an interest and shall be irrevocable for a period commencing on the Service Transfer Date and ending twenty-four (24) months thereafter.

(c) The powers conferred on Attorney hereunder are solely to protect Purchaser's interest in the Acquired Assets and shall not impose any duty upon it to exercise any such powers. Attorney shall not be responsible to Seller for any act taken in good faith and with due care to protect Purchaser's interest, or any failure to take such action.

(d) Notwithstanding any other provision herein, this Power of Attorney is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this 30<sup>th</sup> day of July, 2004.

FIRST SELECT, INC.

By: Anthony F. Vuoto  
Name: Anthony F. Vuoto  
Title Vice Chairman &  
Chief Financial Officer

Witness:

Constance J. Roberts  
Signature  
CONSTANCE J ROBERTS  
Name

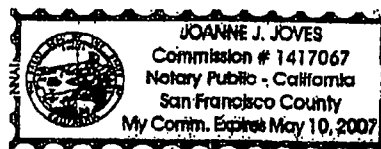


EXHIBIT A

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN FRANCISCO

SS.

On JULY 30, 2004

Date

before me, JOANNE J. JOYES, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANTHONY F. VUOTO

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

*[Signature]*

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: POWER OF ATTORNEY - PURCHASE AND SALE AGREEMENT

Document Date: JULY 30, 2004

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

☐ Individual

☒ Corporate Officer — Title(s): VICE CHAIRMAN & CHIEF FINANCIAL

☐ Partner — ☐ Limited ☐ General OFFICER

☐ Attorney In Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: SELF

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Credigy Receivables Inc.

Plaintiff

vs.

CHARLOTTE SCHMOKE  
1624 ROLLING STONE RD  
MORRISDALE PA 16858-8916

Defendant

CIVIL DIVISION

021715CD  
NO: 0000021715cd

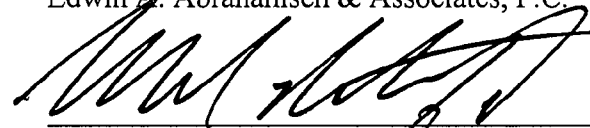
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PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Please issue writ of revival of lien of judgment entered at this Court at  
0000021715cd and enter it in the judgment index against CHARLOTTE SCHMOKE in the  
amount of \$3,409.49 with interest from November 22, 2002.

Edwin A. Abrahamsen & Associates, P.C.



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Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86288  
Attorney for Plaintiff

FILED acc. Atty Ratchford  
10/2:44/01  
OCT 23 2008 2 wnts to Atty

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd. 20.00

(610)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Credigy Receivables Inc.

Plaintiff

vs.

CHARLOTTE SCHMOKE  
1624 ROLLING STONE RD  
MORRISDALE PA 16858-8916

Defendant

CIVIL DIVISION

02-1715-CD  
NO: 0000021715cd

**WRIT OF REVIVAL**  
To CHARLOTTE SCHMOKE

- (1) You are notified that the plaintiff has commenced a proceeding to revive the lien of the judgment entered at the Court of Common Pleas of CLEARFIELD County at Judgment Number 0000021715cd.
- (2) The plaintiff claims that the amount due and unpaid is \$3,409.49 with interest from November 22, 2002.
- (3) You are required within twenty days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do so, a judgment of revival in the amount claimed by the plaintiff may be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

MIDPENN LEGAL SERVICES  
211 1/2 E LOCUST STREET  
CLEARFIELD, PA 16830  
814-765-9646

Date: 10/23/08

  
Name of Prothonotary or Clerk

By \_\_\_\_\_  
Deputy