

02-1969-CD
Portfolio Recovery Assoc., LLC vs. KEITH L. ZELIGER,
et al.

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
26 South Church Street
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
192 Ballard Court, Suite 305, Virginia Beach, VA
Plaintiff

v.

KEITH L. ZELIGER and LINDA ZELIGER
1252 Treasure Lake, DuBois, PA
Defendant

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

: NO. 02-1969-CO
: CIVIL ACTION - LAW

COMPLAINT NOTICE

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 (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 claim 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 REFERENCE AND
INFORMATION SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

FILED

108
DEC 20 2002

m1230/city neil pd \$5.00
William A. Shaw
Prothonotary *dkc Sherry*

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
192 Ballard Court, Suite 305, Virginia Beach, VA

Plaintiff

v.

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

KEITH L. ZELIGER and LINDA ZELIGER
1252 Treasure Lake, DuBois, PA

Defendant

: CIVIL ACTION - LAW

Complaint

1. The plaintiff is Portfolio Recovery Associates, LLC with place of business located in 192 Ballard Court, Suite 305, Virginia Beach, Virginia.

2. The defendant is Keith L. Zeliger & Linda Zeliger, who resides at 1252 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. At the defendant's request, MBNA issued the defendant a credit card bearing account number 5490990427009343 for defendant's use in making charge purchases subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's charge card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay MBNA for charges made in full or in installments subject to a monthly finance charge.

5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. MBNA sent monthly statements to the defendant which detailed the charges made to the account including finance charges and any late or overlimit charges. The balance due MBNA for the charges made by the defendant including any late or delinquency charges is \$26,179.18.

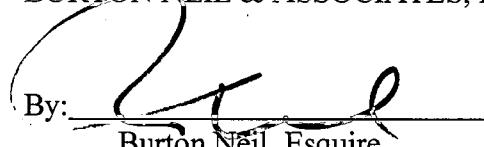
6. Defendant is in default of the terms and conditions governing the use of the credit card having failed to make payments when due. Although demand was made upon the defendant by MBNA to pay the sum of \$26,179.18, the defendant failed and refused to pay all or any part thereof.

7. On or about November 17, 2000, plaintiff purchased the defendant's account from MBNA and is now the holder and owner of the account.

8. Plaintiff alleges it is entitled to recovery of attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$6,544.79.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$26,179.18, attorneys fees in the sum of \$6,544.79 and the costs of this action.

BURTON-NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates, P. C. is a debt collector.

Credit Card Agreement

General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize the monitoring and/or recording of your calls with representatives of MBNA America and its affiliates.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA America, P.O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at: MBNA America, P.O. Box 15026, Wilmington, DE 19850-5026. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

Repayment

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees, charges, and insurance premiums we assess against your account and Finance Charges.

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a manner we determine. We may allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This may result in new balances with a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

Charges Made In Foreign Currencies

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in either case. We are not responsible for any changes in exchange rates or in the manner of conversion.

How To Use Your Account

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentment of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

If you permit any person to have access to your card or account number with the authorization to make a charge, you may be liable for all charges made by that person including charges for which you may not have intended to be liable.

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

You may not use a postdated Check Cash Advance to obtain credit under your account. If you do postdate a Check Cash Advance, we may elect to honor it upon presentment or return it unpaid to the party which presented it to us for payment, without in either case awaiting the date shown on the Check Cash Advance. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Interest PROVISION
service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Payment Holidays

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and credit insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will resume following your payment holiday.

Billing Cycle

A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

Account Fees and Charges

Account Fees: The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit on the last day of a billing cycle, an Overlimit Fee is charged to your account as of the day in the billing cycle that your account went over the credit limit; (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if the check is paid upon subsequent presentment; (4) a Returned Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentment; (5) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

Abandoned Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase,

12/2002

Exhibit A

Additional Account Fees and Charges: Please review the Required Federal Disclosures section of your card carrier for additional fees and charges that may apply to your account.

Benefits

You will be offered certain benefits which will be subject to the restrictions outlined in the benefits brochure provided to you by MBNA America. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

Reasons for Requiring Immediate Payment

You will be in default and we can require immediate payment of all amounts you owe if: (1) you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit, or if we have established a separate Cash Advance credit limit for you, your outstanding Cash Advance balance exceeds your Cash Advance credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

Refusal to Honor Your Card

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

Termination

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your right to obtain credit has been suspended or terminated.

Amendments

We may amend this Agreement by complying with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

Assignment

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or

transactions not yet posted to your account, is more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit as immediately due; or (3) refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us at MBNA America, P.O. Box 15021, Wilmington, DE 19850-5021, (Telephone 1-800-441-8027), orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability for unauthorized use of your card will not exceed \$50.

Governing Law

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws. You agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

All persons who initially or subsequently request, accept or use the account are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired cards outstanding under the account have been returned to us and the balance is paid in full.

You must return all credit cards to us on request.

MBNA America Bank, N.A., is the exclusive issuer and administrator of this and other Platinum Plus credit card accounts. MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

Verification

Bill Robbins is Legal Specialist
(Name of authorized representative) (Title or Position)

for, Portfolio Recovery Associates, LLC the within Plaintiff in this action, and that the
(Name of Company)

statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned
verifier's knowledge and belief. The undersigned understands that the statements made herein are
subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn
falsification to authorities.

Date: 10-7-02

✓ Bill Robbins

23 Jun 03 Document

Reinstated/~~Released~~ to Sheriff/~~Attorney~~
for service.

Willie L. Shan
Deputy Prothonotary

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

ATTORNEY FOR: Plaintiff

PORTFOLIO RECOVERY ASSOCIATES LLC

Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

KEITH L. ZELIGER and LINDA ZELIGER

1252 Treasure Lake, DuBois, PA 15801

Defendant

: NO. 02-1969 CD

: CIVIL ACTION - LAW

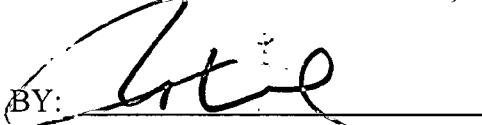
Praecipe to Reinstate

To the Prothonotary:

Please reinstate the Complaint.

BURTON NEIL & ASSOCIATES, P.C.

BY:


Burton Neil, Esquire
Attorney for Plaintiff

FILED

JUN 23 2003

William A. Shaw
Prothonotary

FILED

No. cc

M 1:56 AM pd 7.00
JUN 23 2003

2 Complaints Reinstated to Shff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

PORTFOLIO RECOVERY ASSOCIATES
vs.
ZELIGER, KEITH L. & LINDA
COMPLAINT

Sheriff Docket # 13461
02-1969-CD

SHERIFF RETURNS

NOW JUNE 26, 2003 AT 9:47 AM SERVED THE WITHIN COMPLAINT ON LINDA ZELIGER, DEFENDANT AT RESIDENCE, 1252 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA ZELIGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

NOW JUNE 26, 2003 AT 9:47 AM SERVED THE WITHIN COMPLAINT ON KEITH L. ZELIGER, DEFENDANT AT RESIDENCE, 1252 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA ZELIGER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
48.05	SHERIFF HAWKINS PAID BY: ATT CK# 23456
20.00	SURCHARGE PAID BY: ATTY CK# 23454

Sworn to Before Me This

25th Day Of July 2003

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

So Answers,


Chester A. Hawkins
Sheriff

FILED
0 3:46 07
JUL 25 2003

William A. Shaw
Prothonotary

PORFOLIO RECOVERY ASSOCIATES, LLC
P. O. Box 12914
Norfolk, VA 23541

: IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

VS.

: NO. 02-1969 CD

KEITH L. ZELIGER
& LINDA ZELIGER
1252 Treasure Lake
DuBois PA 15801

Defendant : CIVIL ACTION - LAW

Praecipe for Default Judgment

To the Prothonotary:

Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal:	\$26,179.18
Attorneys Fees:	\$6,544.79
 TOTAL	 \$32,723.97

Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

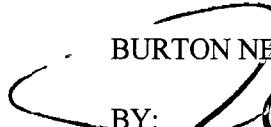
1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. The said defendant is not in the Military Service of the United States or its Allies or otherwise within the coverage of the Soldiers' and Sailors' Relief Act of 1940, as amended, is over 18 years of age and has a civilian occupations.

**JUDGMENT BY DEFAULT ENTERED
AND DAMAGES ASSESSED AS ABOVE.
NOTICE GIVEN UNDER P.A.R.CIV.P. 236**

Pro Prothonotary

The law firm of Burton Neil & Associates is a debt collector.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff
I.D. #11348
P.O. Box 355, W. Chester, PA 19381

FILED

AUG 18 2003

46381

William A. Shaw
Prothonotary

FILED

William A. Shaw
Prothonotary

PORFTOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER
& LINDA ZELIGER

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 02-1969 CD

: CIVIL ACTION - LAW

Notice of Intention to File Praeclipe for Default Judgment

TO: Keith L. Zeliger
1252 Treasure Lake
DuBois PA 15801

DATE OF NOTICE: July 30, 2003

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 obligations 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 your 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:

**LAWYER REFERENCE AND
INFORMATION SERVICE**

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

BURTON NEIL & ASSOCIATES, P.C.

BY: _____

Burton Neil, Esquire
Attorney for Plaintiff
Identification No. 11348
26 South Church Street
West Chester, PA 19382
610-696-2120

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

46381

BURTON NEIL & ASSOCIATES, P.C.

BY: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

ATTORNEY FOR: Plaintiff



PORFFOLIO RECOVERY
ASSOCIATES, LLC

Plaintiff

VS.

KEITH L. ZELIGER &
LINDA ZELIGER

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 02-1969 CD

: CIVIL ACTION - LAW

RULE OF CIVIL PROCEDURE NO. 236 (REVISED)

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on

Prothonotary

By: _____

Deputy

If you have any questions concerning the above, please contact:

Burton Neil, Esquire
Attorney for Party Filing
26 South Church Street
West Chester, PA 19382
Phone: 610-696-2120

The law firm of Burton Neil & Associates is a debt collector.

PORFOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER
& LINDA ZELIGER

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 02-1969 CD
: CIVIL ACTION - LAW

Notice of Intention to File Praecipe for Default Judgment

TO: Linda Zeliger
1252 Treasure Lake
DuBois PA 15801

DATE OF NOTICE: July 30, 2003

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 obligations 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 your 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:

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BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff
Identification No. 11348
26 South Church Street
West Chester, PA 19382
610-696-2120

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

46381

PORTFOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER
& LINDA ZELIGER

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 02-1969 CD

: CIVIL ACTION - LAW

Notice of Intention to File Praecept for Default Judgment

TO: Keith L. Zeliger
1252 Treasure Lake
DuBois PA 15801

DATE OF NOTICE: July 30, 2003

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David S. Meholick
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Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff
Identification No. 11348
26 South Church Street
West Chester, PA 19382
610-696-2120

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

46381

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

Portfolio Recovery Associates, LLC

Plaintiff(s)

No.: 2002-01969-CD

Real Debt: \$32,723.97

Atty's Comm: \$

Costs: \$

Vs.

Int. From: \$

Entry: \$20.00

Keith L Zeliger

Linda L. Zeliger

Defendant(s)

Instrument: Default Judgment

Date of Entry: August 18, 2003

Expires: August 18, 2008

Certified from the record this 18th day of August, 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

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

I, _____, having filed with the Court an Affidavit requesting in Forma Pauperis standing, hereby consent to the release of any information which may be requested by the Judges of the Court of Common Pleas of Clearfield County, or by any employee of the Court Administrator's office acting on the behalf and at the direction of any said Judge, relating to any unemployment compensation, Worker's Compensation, Social Security, Department of Public Welfare or Black Lung benefits which I may receive from any county, state or federal agency which administers or handles processing of any of the above described benefits. This consent shall also authorize the release to the said Court or designee of any information as to any compensation I am receiving, or have received in the past twelve (12) months, from any full or part-time employment of any type whatsoever.

This consent shall remain in effect for a period of twelve (12) months herefrom. A copy or FAX of this release shall have the same legal effect as the original.

Social Security No. _____ - _____ - _____

Board of Assistance Number (Food Stamps, etc.): _____

DATE: _____ / _____ / _____

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
Pa.R.C.P. § 3103 to 3149

PORFOLIO RECOVERY ASSOCIATES, LLC : IN THE COURT OF COMMON PLEAS
Plaintiff
VS.
KEITH L. ZELIGER & LINDA ZELIGER : CLEARFIELD COUNTY, PENNSYLVANIA
Defendants : NO. 02-1969 CD
S&T BANK : CIVIL ACTION - LAW
Garnishee

To the Prothonotary: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER

1. Directed to the Sheriff of Clearfield County, Pennsylvania
2. against KEITH L. ZELIGER & LINDA ZELIGER, Defendant(s)
3. and against S&T BANK, Garnishee(s)
4. and index this writ
 - (a) against _____ Defendant(s)
 - (b) against _____ Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (specifically describe property)

NO LEVY-GARNISHMENT ONLY

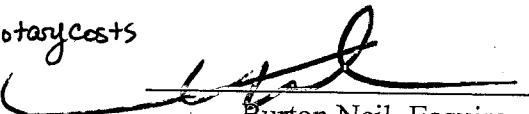
Serve interrogatories on garnishee at: 614 Liberty Boulevard, DuBois, PA 15801

5. Amount Due \$32,723.97
Interest from 8/18/03 \$ 1,143.87
Total \$33,867.84*

*Plus writ costs

132.00 Prothonotary costs

Dated: March 16, 2004


Burton Neil, Esquire
Attorney for Plaintiff

NOTE: Under paragraph 1 when the writ is directed to sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the count in which issued. Paragraph 3 above should be completed only if indexing of the execution in the county of issuance is desired as authorized by Rule 3104(a). When the writ issued to another county indexing is required as of course in that county. See Rule 3104(b). Paragraph 4(b) should be completed only if real property in the name of the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

FILED

APR 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED Atyp pd 20.00
MAY 11:45 AM 2004 1cc & 7 wants
APR 05 2004 to Staff

WAS

William A. Shaw
Prothonotary/Clerk of Courts

COPY

PORFOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER & LINDA ZELIGER
Defendants
S&T BANK

Garnishee

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

: NO. 02-1969 CD

: CIVIL ACTION - LAW

MONEY JUDGMENT

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against KEITH L. ZELIGER & LINDA ZELIGER
Defendant:

1. You are directed to levy upon the property of the defendant(s) and to sell his, her or their interest therein;
2. You are also directed to attach the property of the defendant not levied upon in the possession of S&T BANK Garnishee per property description attached.

NO LEVY-GARNISHMENT ONLY

Serve interrogatories on garnishee at: 614 Liberty Boulevard, DuBois, PA 15801

and to notify Garnishee(s) that:

- a. an attachment has been issued;
- b. the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(2) and from delivering any property of the defendant(s) or otherwise disposing thereof.

3. If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as stated above.

Amount Due \$32,723.97
Interest from 8/18/03 \$ 1,143.87
Balance Due: \$33,867.84*

*Plus writ costs

139.00 Prothonotary costs

Clearfield County Prothonotary:

SEAL

By: 4/5/04

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

PORFOLIO RECOVERY ASSOCIATES, LLC	: IN THE COURT OF COMMON PLEAS
Plaintiff	
VS.	: CLEARFIELD COUNTY, PENNSYLVANIA
KEITH L. ZELIGER & LINDA ZELIGER	
Defendants	: NO. 02-1969 CD
S&T BANK	
Garnishee	: CIVIL ACTION - LAW

WRIT OF EXECUTION - NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. A summary of some of the major exemptions is listed below. You may have other exemptions or rights.

If you have an exemption, you should do the following promptly:

1. File out the attached claim form and demand a prompt hearing;
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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 REFERENCE AND INFORMATION SERVICE
David S. Meholic, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Telephone No. 814-765-2641 ext. 5982

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

PORFOLIO RECOVERY ASSOCIATES, LLC	: IN THE COURT OF COMMON PLEAS
Plaintiff	
VS.	: CLEARFIELD COUNTY, PENNSYLVANIA
KEITH L. ZELIGER & LINDA ZELIGER	
Defendants	: NO. 02-1969 CD
S&T BANK	
Garnishee	: CIVIL ACTION - LAW

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon:

a. I desire that my \$300 statutory exemption be

(i) set aside in kind (specify property to be set aside in kind)

(ii) paid in cash following the sale of the property levied upon;

b. I claim the following exemption (specify property and basis of exemption)

2. From my property which is in the possession of a third party, I claim the following exemptions:

a. my \$300 statutory exemption _____ in cash;

_____ in kind (specify property) _____

b. social security benefits on deposit in the amount of \$ _____

c. other (specify basis of exemption) _____

I request a prompt hearing to determine the exemption. Notice of this hearing should be given to me at :

(Address)

(Telephone No.)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH:

OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
CLEARFIELD, PA 16830
Telephone: 814-765-2641 ext. 5986

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

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

PORFOLIO RECOVERY ASSOCIATES, LLC. :
Plaintiff :
: No. 02-1969-CD
vs. :
: KEITH L. ZELIGER & LINDA ZELIGER :
Defendants :
: and :
: S & T BANK :
Garnishee :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for S & T Bank in the above-captioned matter, hereby certify that I served the original Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendants by U.S. Certified Mail as follows:

Burton Neil, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19382

Keith L. Zeliger
Linda Zeliger
1252 Treasure Lake
DuBois, PA 15801



Date: May 28, 2004

Peter F. Smith, Esquire
Attorney for Garnishee

FILED

JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire - Id. No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380 - 610-696-2120
Attorney for Plaintiff

PORTFOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER & LINDA ZELIGER
Defendants

S&T BANK

Garnishee

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 02-1969 CD

: CIVIL ACTION - LAW

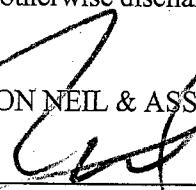
Interrogatories to Garnishee

To: S&T BANK
614 Liberty Boulevard, DuBois, PA 15801

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the defendants any money or where you liable to it by virtue of monies held by you on deposit or otherwise on any negotiable or written instrument or did defendants claim that you owed them money or were liable to them for any reason?
2. At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendants?
3. If the answer to 1 and/or 2 is yes, please specify the nature of the property and, if money, the amount?
4. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the defendants or in which defendants held or claimed interest?
5. At the time you were served or at any subsequent time, did you hold fiduciary any property in which the defendants had an interest?
6. At the time before or after you were served, did the defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so, what was the consideration therefor?
7. At any time after you were served, did you pay, transfer or deliver any money or property to the defendants or to any person or place pursuant to its direction or otherwise discharge any claim of the defendants against you?

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

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

PORFTOLIO RECOVERY ASSOCIATES, LLC. :

Plaintiff :
: No. 02-1969-CD

vs.

KEITH L. ZELIGER & LINDA ZELIGER :

Defendants :

and :

S & T BANK, :

Garnishee :

S & T BANK'S ANSWERS TO INTERROGATORIES

COMES NOW, S&T BANK, by its attorney, Peter F. Smith, who submits the following

Answers to Interrogatories:

1. YES.
2. NO.
3. In further response to Interrogatory Number 1, the Defendants maintain the following deposit relationships with S & T Bank:

- a. Personal Checking Account No. 3000196489 in the name of Dr. Keith Zeliger balance on date Writ was served \$1,199.58.
- b. President's Club Checking Account No. 3000196497 in the names of Dr. Keith L. Zeliger and Linda L. Zeliger balance on date Writ was served \$1,117.33.
- c. Consumer Statement Savings Account No. 4000509366 in the names of Gloria Jean Johnson and Linda L. Zeliger balance on date Write was served \$809.75.
- d. Consumer Statement Savings Account No. 4000647117 in the name of Linda L. Zeliger balance on the date Writ was served \$10,145.28.

SERVICE OF THIS GARNISHMENT UPON S&T BANK CONSTITUTES AN EVENT OF DEFAULT UNDER AN EXISTING LOAN AGREEMENT BETWEEN S&T BANK AND KEITH L. ZELIGER DATED JULY 24, 1996. CONSEQUENTLY S&T BANK EXERCISES ITS STATUTORY RIGHT OF SETOFF AGAINST ALL OF THESE ACCOUNTS. THE CURRENT BALANCE OWED BY DR. ZELIGER TO S&T BANK UNDER THIS LOAN IS \$130,724.44. SEE ATTACHED ACCOUNT STATEMENT AND PROMISSORY NOTE.

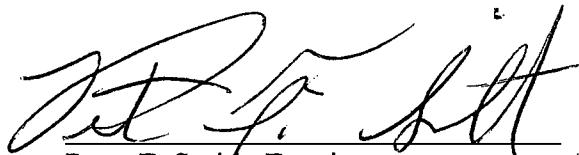
4. NO.

5. NO.

6. NO.

7. NO.

Date: May 28, 2004



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
P.O. Box 130, 30 South 2nd Street
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in this Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 5-24-04



Robert R. French
Vice President of S&T Bank

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

PORFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff
VS.
KEITH L. ZELIGER & LINDA ZELIGER

Defendant
and
S&T BANK

Garnishee

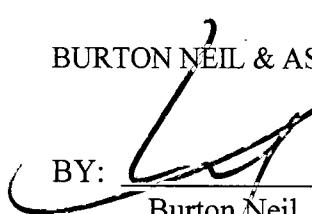
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 02-1969 CD
: CIVIL ACTION - LAW

Praecipe to Dissolve Attachment

To the Prothonotary:

Dissolve the attachment against S&T BANK, garnishee.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector

46381

FILED E6K
M 2:45 PM pd 11.00
Rec'd to act
Rec'd to S&T Bank
OCT 15 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15536
NO: 02-1969-CD

PLAINTIFF: PORTFOLIO RECOVERY ASSOCIATES, LLC
vs.
DEFENDANT: ZELIGER, KEITH L.

WRIT OF EXECUTION INTERROGATORIES TO GARNISH

SHERIFF RETURN

DATE RECEIVED WRIT: 04/05/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 01/31/2006

SERVICES

05/07/2004 @ 11:00 AM SERVED S & T BANK

SERVED S & T BANK, GARNIShee, BY HANDING TO WILLIAM G. FITZPATRICK, VICE-PRESIDENT OF S & T BANK, AT HIS PLACE OF EMPLOYMENT S & T BANK, 614 LIBERTY BOULEVARD, DUBOIS, CLEARFIELD

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

FILED

JAN 31 2006
1/12:00 PM
William A. Shaw
Prothonotary/Clerk of Court
UN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15536
NO: 02-1969-CD

PLAINTIFF: PORTFOLIO RECOVERY ASSOCIATES, LLC
VS.
DEFENDANT: ZELIGER, KEITH L.

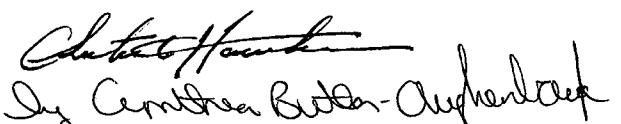
WRIT OF EXECUTION INTERROGATORIES TO GARNISH

SHERIFF RETURN

SHERIFF HAWKINS \$32.64

SURCHARGE PAID BY

So Answers,


By *Cynthia Butler-Augustine*
Chester A. Hawkins
Sheriff

PORFOLIO RECOVERY ASSOCIATES, LLC
Plaintiff

VS.

KEITH L. ZELIGER & LINDA ZELIGER
Defendants
S&T BANK
Garnishee

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

: NO. 02-1969 CD

: CIVIL ACTION - LAW

MONEY JUDGMENT

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COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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NO LEVY-GARNISHMENT ONLY

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Balance Due: \$33,867.84*

*Plus writ costs

139.00 Prothonotary Costs

Clearfield County Prothonotary:

By: Willie Ober 4/5/04

SEAL

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

Received April 5, 2004 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Butter-Aughenbaugh

PORFTOLIO RECOVERY ASSOCIATES, LLC	: IN THE COURT OF COMMON PLEAS
Plaintiff	
VS.	: CLEARFIELD COUNTY, PENNSYLVANIA
KEITH L. ZELIGER & LINDA ZELIGER	
Defendants	: NO. 02-1969 CD
S&T BANK	
Garnishee	: CIVIL ACTION - LAW

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Telephone No. 814-765-2641 ext. 5982

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PORFOLIO RECOVERY ASSOCIATES, LLC	: IN THE COURT OF COMMON PLEAS
Plaintiff	
VS.	: CLEARFIELD COUNTY, PENNSYLVANIA
KEITH L. ZELIGER & LINDA ZELIGER	
Defendants	: NO. 02-1969 CD
S&T BANK	
Garnishee	: CIVIL ACTION - LAW

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon:

a. I desire that my \$300 statutory exemption be

(i) set aside in kind (specify property to be set aside in kind)

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I request a prompt hearing to determine the exemption. Notice of this hearing should be given to me at: _____

(Address)

(Telephone No.)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH:

OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street
CLEARFIELD, PA 16830
Telephone: 814-765-2641 ext. 5986

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