

03-812- CD
BENEFICIAL CONSUMER DISCOUNT CO. vs. JOHN B. WILSON

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

JOHN B. WILSON

Defendant.

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

Defendant's Address
1407 Washington Road
Mahaffey, PA 15757

CIVIL DIVISION

NO. 03-812-CD

TYPE OF PLEADING:

Praecipe to Reinstate Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY.

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570

MOLLICA & CHROMULAK
Firm #952
1305 Grandview Avenue
450 Trimont Plaza
Pittsburgh, PA 15211-1205
(412) 381-7000

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

FILED

AUG 06 2003

William A. Shaw
Prothonotary/Clerk of Courts

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

NO. 03-812-CD

Plaintiff,

VS.

JOHN B. WILSON

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 03-812-CD and mark the docket accordingly.

BY Scott E. Crawford
CATHY ANN CHROMULAK, ESQ.
SCOTT E. CRAWFORD, ESQ.
MOLICA & CHROMULAK
450 Trimont Plaza
1305 Grandview Avenue
Pittsburgh, PA 15211
(412) 381-7000

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

FILED *Revised*
Att'y pd. 7.00

7/10:47 ~~AM~~
AUG 06 2003 Complaint Reinstated

to SA sf

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

Sheriff Docket #

14396

VS.

03-812-CD

WILSON, JOHN B.

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 10, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO JOHN B. WILSON, DEFENDANT. SEVERAL ATTEMPTS NOT HOME. POSSIBLY A NIGHT SERVICE.

Return Costs

Cost Description

45.68 SHERIFF HAWKINS PAID BY: ATY CK# 14532

10.00 SURCHARGE PAID BY: ATTY CK# 14537

Sworn to Before Me This

15 Day Of Sept - 2003

~~Deputy~~ Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Hamer
Chester A. Hawkins
Sheriff

FILED

SEP 15 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

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

Defendant's Address:
1407 Washington Road
Mahaffey, PA 15757

CIVIL DIVISION

No. 03-812-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

MOLLIKA & CHROMULAK

Firm #952

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

(412) 381-7000

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

8-6-03 Document
Reinstated/Referred to Sheriff/Attorney
for service.
Willi L. L. L.
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

NOTICE TO DEFEND
YOU HAVE BEEN SUED IN COURT.

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator
Clearfield County Courthouse, Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, Mollica & Chromulak, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania with its principal office situate at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JOHN B. WILSON is an adult individual residing at 1407 Washington Road, Mahaffey, PA 15757.

3. On or about October 18, 2000, Defendant entered into a Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Agreement with Defendant, Plaintiff advanced funds to the Defendant.

5. Defendant is in default under the terms and conditions of the aforementioned Agreement for failing to make payments when due, with the last payment having been made on or about February 27, 2002.

6. Pursuant to the terms of the Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendant is in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS as of April 22, 2003.

7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has failed or refused to pay.

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

WHEREFORE, Plaintiff claims damages in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS, with interest thereon at the rate of 25.698% from April 22, 2003, plus court costs and attorneys' fees.

Respectfully submitted,

MOLLICA & CHROMULAK

By:



CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

Attorneys for Plaintiff

450 Trimont Plaza

1305 Grandview Avenue

Pittsburgh, PA 15211

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

WILSON, JOHN B
SS# 211623757
PO BOX 114
PENFIELD PA 15849

LOAN NO: 711723-535902

DATE OF LOAN 10/18/2000	FIRST PAYMENT DUE DATE 11/18/2000	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 10/18/2005	CONTRACT RATE per year 25.698 %
TOTAL OF PAYMENTS \$ 16,161.00	AMOUNT FINANCED \$ 8,900.16			
TOTAL FINANCE CHARGE \$ 7,260.84	SCHEDULED INTEREST \$ 7,110.84	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	UI PREMIUM \$ NONE		
			PROPERTY INS (PP) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 269.35	MONTHLY INSTALLMENT \$ 269.35	TERM PERIOD 60		

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y	1995	MOTOR VEHICLE	GMC JIMMY	1GKDT13W58K5
N		NA		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*W04807766194CEA9000PAB75011D**WILSON

PAB75011

ORIGINAL

**PLAINTIFF'S
EXHIBIT**

A

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*W04807766194CEA9000PAB750120**WILSON

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

John Wilson (SEAL)

____ (SEAL)

____ (SEAL)

WITNESS:

Ronald Wood

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS
SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR
COULD ASSERT AGAINST THE SUPPLIER OF GOODS OR SER-
VICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY
HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS
PAID BY THE DEBTOR HEREUNDER.



ARBITRATION RIDER

(Page 1 of 2)

This Arbitration Rider is signed as part of your Agreement with Lender and is made a part of that Agreement. By signing this Arbitration Rider, you agree that either Lender or you may request that any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS/Endispute ("JAMS"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The arbitrator shall be independent of and unrelated to you or Lender. The rules and forms of the NAF, AAA and JAMS may be obtained by writing to or calling these organizations at the addresses and/or telephone numbers listed below. Our address for the Service of process under this provision is P.O. Box 1547, Chesapeake, VA 23320.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties.

If Lender files a Claim, Lender shall pay all the filing costs. If you file a Claim, the filing costs shall be paid as follows: (a) Lender agrees to pay for the initial cost of the filing the Claim up to the maximum amount \$100.00; (b) for the filing costs over \$100.00, such additional cost shall be divided equally between us up to the amount charged by the arbitration administrator for a Claim equal to your loan amount; and (c) all costs over the amount charged by the arbitration administrator for a Claim equal to your loan amount shall be paid by you. The cost of up to one full day of arbitration hearings will be shared equally between us. Fees for hearings that exceed one day will be paid by the requesting party. We shall each bear the expense of our respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the arbitration administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor you will not be required to reimburse us for any fees we have previously paid to the arbitration administrator or for which we are responsible.

This Arbitration Rider is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The Arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall provide written reasoned findings of fact and conclusions of law. The Arbitrators award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgement upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Rider shall survive repayment of your loan and/or termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Rider of the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Rider, this Arbitration Rider shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us.

No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during the pendency of any Claim, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in any Claim or subject to the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration provisions contained in this Arbitration Rider.



ARBITRATION RIDER
(Page 2 of 2)

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
(800) 474-2371
www.arbforum.org
Code of Procedure

American Arbitration Association
1150 Connecticut Ave, NW, 6th Floor
Washington, DC 20036-4104
(800) 925-0155
www.adr.org
Arbitration Rules for Consumer
Related Disputes (Claims
under \$10,000). Commercial
Arbitration Rules (all other claims).

J.A.M.S./Endispute
700 11th St., NW, Suite 450
Washington, DC 20001
(800) 352-5267
www.jamsadr.com
Financial Services
Arbitration Rules and
Procedures.

Borrower: *John Wilson*

Borrower: _____

Print Name: John Wilson

Print Name: _____

By: *Rhonda Hill*

LENDER

Date: Oct 18, 2000



VERIFICATION

I, Patricia Garcia, Recovery Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY, a Household International Company,

verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and that I am authorized to verify such Complaint on behalf of BENEFICIAL.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Patricia Garcia

Dated: May 29, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

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

Defendant's Address:
1407 WASHINGTON ROAD
MAHAFFEY, PA 15757

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

CIVIL DIVISION

No. 03-812-CD

TYPE OF PLEADING:

Praeipie to Reinstate Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570

MOLLIKA & CHROMULAK
Firm #952

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

(412) 381-7000

FILED

SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

Plaintiff,

No. 03-812-CD

vs.

JOHN B. WILSON,

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 03-812-CD and mark the
docket accordingly.

BY Scott E. Crawford
CATHY ANN CHROMULAK, ESQ.
SCOTT E. CRAWFORD, ESQ.
MOLLIKA & CHROMULAK
450 Trimont Plaza
1305 Grandview Avenue
Pittsburgh, PA 15211
(412) 381-7000

FILED

SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

1 Complaint

Re-instated to shg

891

Atty pd.

7.00

m/12:21:00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

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

Defendant's Address:
1407 Washington Road
Mahaffey, PA 15757

CIVIL DIVISION

No. 03-812-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

MOLLIKA & CHROMULAK

Firm #952

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

(412) 381-7000

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

FILED

JUN 04 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

NOTICE TO DEFEND
YOU HAVE BEEN SUED IN COURT.

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator
Clearfield County Courthouse, Clearfield, PA 16830
(814) 765-2641, Ext. 5982

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

COMPLAINT

AND NOW COMES, the Plaintiff, **BENEFICIAL CONSUMER DISCOUNT COMPANY**, by its Attorneys, **Mollica & Chromulak**, with its Civil Action Complaint, the following of which is a statement thereof:

1. **BENEFICIAL CONSUMER DISCOUNT COMPANY** is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania with its principal office situate at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. **JOHN B. WILSON** is an adult individual residing at 1407 Washington Road, Mahaffey, PA 15757.

3. On or about October 18, 2000, Defendant entered into a Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Agreement with Defendant, Plaintiff advanced funds to the Defendant.

5. Defendant is in default under the terms and conditions of the aforementioned Agreement for failing to make payments when due, with the last payment having been made on or about February 27, 2002.

6. Pursuant to the terms of the Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendant is in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS as of April 22, 2003.

7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has failed or refused to pay.


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

WHEREFORE, Plaintiff claims damages in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS, with interest thereon at the rate of 25.698% from April 22, 2003, plus court costs and attorneys' fees.

Respectfully submitted,

MOLLICA & CHROMULAK

By:


CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570
Attorneys for Plaintiff
450 Trimont Plaza
1305 Grandview Avenue
Pittsburgh, PA 15211

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

WILSON, JOHN B
SS# 211623757
PO BOX 114
PENFIELD PA 15849

LOAN NO: 711723-535902

DATE OF LOAN 10/18/2000	FIRST PAYMENT DUE DATE 11/18/2000	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 10/18/2005	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 16,161.00	AMOUNT FINANCED \$ 8,900.16			
TOTAL FINANCE CHARGE \$ 7,260.84	SCHEDULED INTEREST \$ 7,110.84	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	TUI PREMIUM \$ NONE	PROPERTY INS (PPI) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 269.35	MONTHLY INSTALLMENT \$ 269.35	TERM PERIOD 60		

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y	1995	MOTOR VEHICLE	GMC JIMMY	1GKDT13W58K5
N		NA		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.
Fire and extended coverage insurance on real estate security.
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*W04807766194CEA9000PAB750110**WILSON

PAB75011

ORIGINAL

**PLAINTIFF'S
EXHIBIT**

tabbles

A

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*W04807766194CEA9000PAB750120**WILSON

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

John Wilson (SEAL)

____ (SEAL)

WITNESS:

Rhonda L. Wood (SEAL)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS
SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR
COULD ASSERT AGAINST THE SELLER OF GOODS OR SER-
VICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY
HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS
PAID BY THE DEBTOR HEREUNDER.



ARBITRATION RIDER
(Page 1 of 2)

This Arbitration Rider is signed as part of your Agreement with Lender and is made a part of that Agreement. By signing this Arbitration Rider, you agree that either Lender or you may request that any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS/Endispute ("JAMS"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The arbitrator shall be independent of and unrelated to you or Lender. The rules and forms of the NAF, AAA and JAMS may be obtained by writing to or calling these organizations at the addresses and/or telephone numbers listed below. Our address for the Service of process under this provision is P.O. Box 1547, Chesapeake, VA 23320.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties.

If Lender files a Claim, Lender shall pay all the filing costs. If you file a Claim, the filing costs shall be paid as follows: (a) Lender agrees to pay for the initial cost of the filing the Claim up to the maximum amount \$100.00; (b) for the filing costs over \$100.00, such additional cost shall be divided equally between us up to the amount charged by the arbitration administrator for a Claim equal to your loan amount; and (c) all costs over the amount charged by the arbitration administrator for a Claim equal to your loan amount shall be paid by you. The cost of up to one full day of arbitration hearings will be shared equally between us. Fees for hearings that exceed one day will be paid by the requesting party. We shall each bear the expense of our respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the arbitration administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor you will not be required to reimburse us for any fees we have previously paid to the arbitration administrator or for which we are responsible.

This Arbitration Rider is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The Arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall provide written reasoned findings of fact and conclusions of law. The Arbitrators award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgement upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Rider shall survive repayment of your loan and/or termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Rider of the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Rider, this Arbitration Rider shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us.

No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during the pendency of any Claim, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in any Claim or subject to the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration provisions contained in this Arbitration Rider.



ARBITRATION RIDER
(Page 2 of 2)

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
(800) 474-2371
www.arb-forum.org
Code of Procedure

American Arbitration Association
1150 Connecticut Ave, NW, 6th Floor
Washington, DC 20036-4104
(800) 925-0155
www.adr.org
Arbitration Rules for Consumer
Related Disputes (Claims
under \$10,000). Commercial
Arbitration Rules (all other claims).

J.A.M.S./Endispute
700 11th St., NW, Suite 450
Washington, DC 20001
(800) 352-5267
www.jamsadr.com
Financial Services
Arbitration Rules and
Procedures.

Borrower: *John Wilson*

Borrower: _____

Print Name: John Wilson

Print Name: _____

By: *Rhonda Hill*

LENDER

Date: *Oct 18, 2000*



1. Document
2. 1. Information to Sheriff's Office
3. for review
4. by Probationary

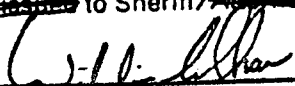
I, Patricia Garcia, Recovery Specialist for

verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and that I am authorized to verify such Complaint on behalf of BENEFICIAL.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Patricia Garcia
Patricia Garcia

Dated: May 29, 2003

26 Sept 03 Document
Reinstated/~~Reinstated~~ to Sheriff/~~for~~
for service.

Deputy Prothonotary

FILED
1cc
M12:05 6/4
JUN 04 2003
Atty Crawford
Atty pd. 8500
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

Sheriff Docket # 14151

VS.

03-812-CD

WILSON, JOHN B.

COMPLAINT

SHERIFF RETURNS

NOW JULY 21, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JOHN B. WILSON, DEFENDANT. NEEDS TO BE SERVED IN THE EVENING.

Return Costs

Cost	Description
45.68	SHERIFF HAWKINS PAID BY: ATTY CK# 13898
10.00	SURCHARGE PAID BY: ATTY CK# 13900

Sworn to Before Me This

So Answers,

22 Day Of July 2003

William A. Shaw

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED

100 0 9:59 AM
JUL 22 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

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

Defendant's Address:
1407 Washington Road
Mahaffey, PA 15757

CIVIL DIVISION

No. 03-812-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

MOLLICA & CHROMULAK

Firm #952

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

(412) 381-7000

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

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

JUN 04 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

NOTICE TO DEFEND
YOU HAVE BEEN SUED IN COURT.

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator
Clearfield County Courthouse, Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JOHN B. WILSON,

Defendant.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, Mollica & Chromulak, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania with its principal office situate at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JOHN B. WILSON is an adult individual residing at 1407 Washington Road, Mahaffey, PA 15757.

3. On or about October 18, 2000, Defendant entered into a Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Agreement with Defendant, Plaintiff advanced funds to the Defendant.

5. Defendant is in default under the terms and conditions of the aforementioned Agreement for failing to make payments when due, with the last payment having been made on or about February 27, 2002.

6. Pursuant to the terms of the Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendant is in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS as of April 22, 2003.

7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has failed or refused to pay.

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

WHEREFORE, Plaintiff claims damages in the sum of FOURTEEN THOUSAND, ONE HUNDRED SIXTY-NINE AND 73/100 (\$14,169.73) DOLLARS, with interest thereon at the rate of 25.698% from April 22, 2003, plus court costs and attorneys' fees.

Respectfully submitted,

MOLLICA & CHROMULAK

By: Scott E. Crawford
CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570
Attorneys for Plaintiff
450 Trimont Plaza
1305 Grandview Avenue
Pittsburgh, PA 15211

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

WILSON, JOHN B
SS# 211623757
PO BOX 114
PENFIELD PA 15849

LOAN NO: 711723-535902

DATE OF LOAN 10/18/2000	FIRST PAYMENT DUE DATE 11/18/2000	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 10/18/2005	CONTRACT RATE per year 25.698 %
TOTAL OF PAYMENTS \$ 16,161.00	AMOUNT FINANCED \$ 8,900.18			
TOTAL FINANCE CHARGE \$ 7,260.84	SCHEDULED INTEREST \$ 7,110.84	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	FUI PREMIUM \$ NONE		
		PROPERTY INS (PPI) \$ NONE		
		NON FILING INSURANCE PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 269.35	MONTHLY INSTALLMENT \$ 269.35	TERM PERIOD 60		

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y	1995	MOTOR VEHICLE	GMC JIMMY	1GKDT13W58K5
N		NA		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.
Fire and extended coverage insurance on real estate security.
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*W04807766194CEA9000PAB750110**WILSON

PAB75011

ORIGINAL

**PLAINTIFF'S
EXHIBIT**

tabbles

A

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*W04807766194CEA9000PAB750120**W1LSON

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

John Wilson (SEAL)

____ (SEAL)

WITNESS:

Brenda L. Wood (SEAL)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS
SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR
COULD ASSERT AGAINST THE SELLER OF GOODS OR SER-
VICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY
HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS
PAID BY THE DEBTOR HEREUNDER.



ARBITRATION RIDER
(Page 1 of 2)

This Arbitration Rider is signed as part of your Agreement with Lender and is made a part of that Agreement. By signing this Arbitration Rider, you agree that either Lender or you may request that any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS/Endispute ("JAMS"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The arbitrator shall be independent of and unrelated to you or Lender. The rules and forms of the NAF, AAA and JAMS may be obtained by writing to or calling these organizations at the addresses and/or telephone numbers listed below. Our address for the Service of process under this provision is P.O. Box 1547, Chesapeake, VA 23320.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties.

If Lender files a Claim, Lender shall pay all the filing costs. If you file a Claim, the filing costs shall be paid as follows: (a) Lender agrees to pay for the initial cost of the filing the Claim up to the maximum amount \$100.00; (b) for the filing costs over \$100.00, such additional cost shall be divided equally between us up to the amount charged by the arbitration administrator for a Claim equal to your loan amount; and (c) all costs over the amount charged by the arbitration administrator for a Claim equal to your loan amount shall be paid by you. The cost of up to one full day of arbitration hearings will be shared equally between us. Fees for hearings that exceed one day will be paid by the requesting party. We shall each bear the expense of our respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the arbitration administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor you will not be required to reimburse us for any fees we have previously paid to the arbitration administrator or for which we are responsible.

This Arbitration Rider is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The Arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall provide written reasoned findings of fact and conclusions of law. The Arbitrator's award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgement upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Rider shall survive repayment of your loan and/or termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Rider of the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Rider, this Arbitration Rider shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us.

No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during the pendency of any Claim, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in any Claim or subject to the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration provisions contained in this Arbitration Rider.



ARBITRATION RIDER
(Page 2 of 2)

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
(800) 474-2371
www.arb-forum.org
Code of Procedure

American Arbitration Association
1150 Connecticut Ave, NW, 6th Floor
Washington, DC 20036-4104
(800) 925-0155
www.adr.org
Arbitration Rules for Consumer
Related Disputes (Claims
under \$10,000). Commercial
Arbitration Rules (all other claims).

J.A.M.S./Endispute
700 11th St., NW, Suite 450
Washington, DC 20001
(800) 352-5267
www.jamsadr.com
Financial Services
Arbitration Rules and
Procedures.

Borrower: *John Wilson*

Borrower: _____

Print Name: John Wilson

Print Name: _____

By: *Rhonda Hill*

LENDER

Date: *Oct 18, 2000*



VERIFICATION

I, Patricia Garcia, Recovery Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY, a Household International Company,

verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, and that I am authorized to verify such Complaint on behalf of BENEFICIAL.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



Patricia Garcia

Dated: May 29, 2003

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

WILSON, JOHN B.

COMPLAINT

Sheriff Docket #

14396

03-812-CD

SHERIFF RETURNS

NOW OCTOBER 13, 2003 AT 9:14 AM SERVED THE WITHIN COMPLAINT ON JOHN B. WILSON, DEFENDANT AT CLEARFIELD COUNTY JAIL, 115 21st ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN B. WILSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF. DEPUTY STATED DEFENDANT NO LONGER RESIDES AT 1407 WASHINGTON ROAD, MAHAFFEY, PA.

Return Costs

Cost	Description
26.84	SHERIFF HAWKINS PAID BY: ATTY CK# 15145
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

14th Day Of Oct 2003

[Signature]

So Answers,

[Signature]
[Signature]

Chester A. Hawkins

Sheriff

FILED

OCT 14 2003

0111-45 a.m.

William A. Shaw
Prothonotary

no cc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOHN B. WILSON

Defendant.

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

Date: October 22, 2003

CIVIL DIVISION

No. 03-812-CD

TYPE OF PLEADING:

Praecipe to Discontinue
Without Prejudice

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570

MOLLIKA & CHROMULAK
Firm #952

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

FILED

OCT 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOHN B. WILSON

Defendant.

CIVIL DIVISION

No. 03-812-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: The Prothonotary:

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

Respectfully submitted,

MOLICA & CHROMULAK

By: Scott Crawford
CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQUIRE
PA ID NO. 89570

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

Sworn to and subscribed
Before me this 22nd day
of October, 2003.

Yvonne Gardner Jones
Notary Public

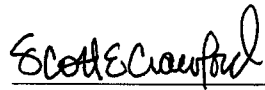
Notarial Seal
Yvonne Gardner Jones, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 29, 2005
Member, Pennsylvania Association of Notaries

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

CERTIFICATE OF SERVICE

I, Scott E. Crawford, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praeipie to Discontinue without Prejudice was served upon the following by First Class Mail, postage prepaid on this 22nd day of October, 2003.

JOHN B. WILSON
1407 WASHINGTON ROAD
MAHAFFEY, PA 15757



Scott E. Crawford, Esq.

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

FILED

No
ce

FILED
OCT 24 2003

William A. Shaw
Prothonotary/Clerk of Courts copy to CIA

cert. of Disc. to Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CC 51

CIVIL DIVISION

Beneficial Consumer Discount Company

**Vs.
John B. Wilson**

No. 2003-00812-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 24, 2003, marked:

Discontinued without Prejudice

Record costs in the sum of \$99.00 have been paid in full by Scott E. Crawford, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of October A.D. 2003.

William A. Shaw, Prothonotary