

03-887-CD  
COMMONWEALTH FINANCIAL SERVICES. VS. BARBARA SELVAGE

COMMONWEALTH FINANCIAL  
SERVICES,  
Plaintiff  
v.  
BARBARA SELVAGE,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL DIVISION - LAW  
: NO. 03-887-4

**N O T I C E**

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

*E.W.S.*  
Edwin W. Smith, Esquire  
Attorneys for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
(814) 455-1381

**FILED**  
M 21 36 6A pg 85-00  
JUN 16 2003 1cc8 shf

William A. Shaw  
Notary Public

COMMONWEALTH FINANCIAL SERVICES,	: IN THE COURT OF COMMON PLEAS
Plaintiff	: OF CLEARFIELD COUNTY, PENNSYLVANIA
	: v. : CIVIL DIVISION - LAW
BARBARA SELVAGE,	: Defendant : NO.

C O M P L A I N T

AND NOW comes the plaintiff, Commonwealth Financial Services, by and through its attorneys undersigned, Ely & Smith and set forth their Complaint against the defendant, Barbara Selvage, as follows:

1. The plaintiff, Commonwealth Financial Services, is a corporation organized and existing under the laws of the State of Pennsylvania, having its principal place of business at 120 North Keyser Avenue, Scranton, PA 18504.
2. The defendant, Barbara Selvage, an adult individual, and resident of the City of Ramey, County of Clearfield and Commonwealth of Pennsylvania residing at P.O. Box 263, Ramey, PA 16671.
3. The plaintiff is the assignee of an account of the defendant with Direct Merchants Bank.
4. At the special instance and request of the defendant borrowed money from Direct Merchants Bank, using the credit card.
5. Defendant, Barbara Selvage, used said credit card.
6. Plaintiff regularly sent defendant statements which were received by defendant without exception so as to constitute an account stated.

7. Defendant has been given all credits to which defendant may be entitled.

8. Plaintiff is entitled to interest from the due date of said obligation of January 6, 1999.

9. Despite repeated demands for payment, defendant has willfully failed and refused to make payment of the balance of \$3,480.10 plus interest of \$731.16 for a total balance of \$4,211.26.

10. Plaintiff has performed all conditions precedent to recovery.

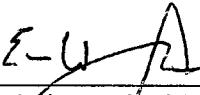
11. Under the terms and conditions of a Direct Merchants Bank Cardholder Agreement signed by the defendant, Barbara Selvage, attached hereto as plaintiff's Exhibit "A" and made a part hereof, reasonable attorney's fees are due from the defendant which would be the sum of 25% of the amount due, or a sum of \$1,085.82.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$4,211.26 with interest from January 6, 1999 plus \$1,052.82 for attorneys fees and costs of suit

Respectfully submitted,

ELY & SMITH

By

  
Edwin W. Smith, Esquire  
Attorney for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814-455-1381

TRIAL BY JURY OF  
TWELVE DEMANDED

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
v. :  
: CIVIL DIVISION - LAW  
: :  
BARBARA SELVAGE, :  
Defendant : NO.

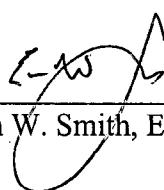
AFFIDAVIT

STATE OF PENNSYLVANIA

ss.

COUNTY OF ERIE

Edwin W. Smith, Esquire being duly sworn according to law, deposes and says that he is the attorney for the plaintiff, Commonwealth Financial Services, that the plaintiff has its principal place of business outside the jurisdiction of the Court of Common Pleas of Erie County, Pennsylvania, and that the facts set forth in the foregoing complaint are true and correct to his information, knowledge and belief, said information, knowledge and belief being based on facts and information being supplied to him by the plaintiff. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

  
Edwin W. Smith, Esquire

# AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

Bharati Lengade being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 11802 Conrey Road, Cincinnati, Ohio 45249 and that she is authorized to make the statements and representations herein.

The defendant is not in any branch of the military.

There is due and payable from BARBARA SELVAGE, Account Number 5458001214028528, the amount of \$3480.10 (principal balance in the amount of \$3480.10 plus interest at the contract rate. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the contract rate.

This account was originated with Direct Merchants Credit Card Bank. Unifund CCR Partners purchased this account from Direct Merchants Credit Card Bank. Said account has been assigned, transferred and set over unto Commonwealth Financial Systems with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

DATED this Friday, October 18, 2002.



\_\_\_\_\_  
UNIFUND CCR PARTNERS

By: Bharati Lengade Media Supervisor  
Title

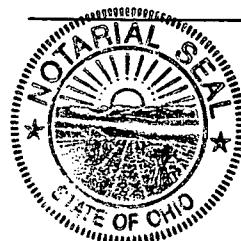
11802 Conrey Road Cincinnati, OH 45249  
Address

Subscribed and sworn to before me this 18 day of Oct, 2002

Autumn Hopkins  
Notary Public

Client # 448

My commission expires



AUTUMN HOPKINS  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
July 18, 2007

PLAINTIFF'S  
EXHIBIT  
A

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

#### LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 800-205-9988.

#### CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 71222, Tulsa, Oklahoma 74121-7122.

#### FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under this Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge; late charge, returned check charge, over draft charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion hereof without notice to you. You may not sell, assign or transfer your Account.

#### PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information, including your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to credit reporting agencies. You agree that any government agency 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 and to other Cardholders.

#### UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

#### SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank, a National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 71222, Tulsa, Oklahoma 74121-7122.

#### YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

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

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 71222, Tulsa, Oklahoma 74121-7122 as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

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

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality or property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if you within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

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



## Cardholder Agreement

### AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us, you and Direct Merchants Credit Card Bank™, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "he," "she," "us," and "we" refer to Direct Merchants Credit Card Bank™, National Association.

**PROMISE TO PAY** — You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank™, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided for in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

#### CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) traveler's and convenience check transactions; and (c) in bank transactions. Convenience checks are used the same as personal checks. Both traveler's and convenience checks are drawn on your Account and billed on your statement. There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

#### MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting traveler's or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the credit card contract directly above your credit card.

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payment, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

minimum payment must be paid in order to avoid late charges; and (c) your available credit.

#### PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charge if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 5505, Louisville, KY 40285-5505.

The minimum payment each month will be equal to 2% of the new balance or \$10, whichever is greater, or the amount of the new balance if less than \$10, plus:

(a) any past due amounts appearing on your statement; and

(b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without prepayment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numbers and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchant Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentation; or (9) is drawn on a transfer or convenience check. You agree to pay any bank presentation fees we incur for any check payment made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

**HOW WE FIGURE FINANCE CHARGES**  
The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. That is, no finance charge for purchases will be applied if no purchases are made. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of \$50.

#### AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

\*The daily balance of purchases for any day is equal to the previous day's daily balance plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

If other charges (like amount fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply payments and credits on the day they are received.

\*The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

#### MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one-twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which the billing cycle ends, and for cash advances one-twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.25% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

**ADJUSTING FOR GRACE PERIODS**  
"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows a previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

**LATE CHARGE**  
At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a \$15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

**OVER LIMIT CHARGE**  
If you go over your credit line, you will be billed an over limit charge of \$15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

**RETURNED CHECK CHARGE**  
You agree to pay \$15 each time you make a payment on your Account with a check that is returned insufficiently by your bank or other financial institution.

#### RESEARCH CHARGES

You agree to pay \$5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

#### APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

#### CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

#### DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement if: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossess, repossession, garnishment or judgment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms and conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance, including all accrued but unpaid charges immediately, and to sue collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorney's fees and then in the order set forth under Application of Payments.

#### CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

#### CARD RENEWAL

Cards are issued with an expiration date. We have the right and to renew your card for any reason.

#### CARD CANCELLATION

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

#### CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 2122, Tulsa, Oklahoma 74121-2122. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return the card(s) and any unused transfer and convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is canceled.

**LIABILITY FOR UNAUTHORIZED USE**  
You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are in line and the amount is correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-203-5908 or writing us at Cardholder Services, P.O. Box 2122, Tulsa, Oklahoma 74121-2122. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

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

COMMONWEALTH FINANCIAL SERVICES

Sheriff Docket # 14205

VS.

SELVAGE, BARBARA

03-887-CD

COMPLAINT

**SHERIFF RETURNS**

NOW JULY 2, 2003 AT 11:02 AM SERVED THE WITHIN COMPLAINT ON BARBARA SELVAGE, DEFENDANT AT RESIDENCE, 623 MAIN ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA SELVAGE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

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**Return Costs**

Cost	Description
38.16	SHERIFF HAWKINS PAID BY: ATTY CK# 24509
10.00	SURCHARGE PAID BY: ATTY CK#24510

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Sworn to Before Me This

30<sup>th</sup> Day Of July 2003  
William A. Shaw

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

**FILED**

03-00761  
JUL 30 2003  
*WA*

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
v. :  
CIVIL DIVISION - LAW  
BARBARA SELVAGE, :  
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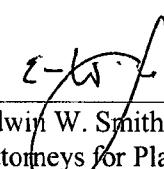
NOTICE

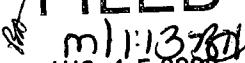
TO: Barbara Selvage  
623 Main Street  
Smithmill, PA 16680

DATE OF NOTICE: August 13, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lawyer's Referral Service  
302 West Ninth Street  
Erie, PA 16502  
(814)459-4411

  
Edwin W. Smith, Esquire  
Attorneys for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814/455-1381

  
FILED  
m113781  
AUG 15 2003  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, : OF CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff :  
v. : CIVIL DIVISION - LAW  
BARBARA SELVAGE, :  
Defendant : NO. 03-887-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

1. Enter default judgment against defendant for failure to plead within twenty (20) days of service of the complaint and for failure to plead within ten (10) days of notice of praecipe for entry of default judgment in the amount of \$5,264.08 and costs of suit.
2. Undersigned counsel hereby certifies that written notice of intention to file this praecipe was mailed to the defendants and to any counsel of record on August 13, 2003, which is after default occurred and at least ten (10) days prior to the date of this praecipe.
3. A copy of the notices of intention of filing this praecipe are attached hereto.

Respectfully submitted

ELY & SMITH

By

Edwin W. Smith, Esquire  
Attorney for Plaintiff  
23 West Tenth Street  
Erie, PA 16501

**FILED**

DATED: August 26, 2003

AUG 28 2003

William A. Shaw  
Prothonotary

ELY & SMITH  
ATTORNEYS AND COUNSELORS AT LAW

THEODORE B. ELY, II  
EDWIN W. SMITH

23 WEST TENTH STREET  
ERIE, PENNSYLVANIA 16501  
PHONE (814) 455-1381  
FAX (814) 456-0287

August 26, 2003

Prothonotary's Office  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: Commonwealth Financial Services v. Barbara Selvage

DOCUMENTS ENCLOSED:

Enclosed please find a Praeclipe for Entry of Default Judgment to be filed regarding the above matter. Thank you.



File

- Sign and return
- Read and note
- Call us regarding same

Sincerely,

ELY & SMITH

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

Commonwealth Financial Services  
Plaintiff(s)

No.: 2003-00887-CD

Real Debt: \$5,264.08

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Barbara Selvage  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2003

Expires: August 28, 2008

Certified from the record this 28th 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.

---

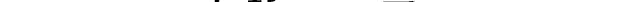
Plaintiff/Attorney

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

I, William A. Shaw, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

Plaintiff(s)  
and \_\_\_\_\_

Defendant(s)  
so full and entire as the same remains of record before the said Court, at  
Number \_\_\_\_\_,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  


Prothonotary/Clerk of Courts

I, FREDRIC J. AMMERMAN, Judge of the Forty-sixth Judicial District, do certify that William A. Shaw by whom the annexed record, certificate and attestation were made and given, and who, in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.

Judge

I, William A. Shaw, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable FREDRIC J. AMMERMAN, by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have  
hereunto set my hand and affixed  
the seal of said Court, this  
\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_.

Prothonotary/Clerk of Courts

COMMONWEALTH FINANCIAL  
SERVICES,

Plaintiff

v.

BARBARA SELVAGE,

Defendant

: IN THE COURT OF COMMON PLEAS **COPY**  
: OF CLEARFIELD COUNTY, PENNSYLVANIA  
: CIVIL DIVISION - LAW  
: NO. 03-887-CD

TO: Barbara Selvage  
623 Main Street  
Smithmill, PA 16680

( x ) Notice is hereby give that a judgment in the above-captioned matter has been entered  
against you in the amount of \$5,264.08 on August 28, 2003.

( ) A copy of all documents filed with the Prothonotary in support of the within  
judgment is/are enclosed.

  
\_\_\_\_\_  
Prothonotary Division  
Clerk of Records

By \_\_\_\_\_

If you have any questions regarding this Notice, please contact the filing party:

Edwin W. Smith, Esquire  
23 West Tenth Street  
Erie, PA 16501  
(814) 455-1381

COMMONWEALTH FINANCIAL  
SERVICES, : IN THE COURT OF COMMON PLEAS  
Plaintiff :  
v. : OF CLEARFIELD COUNTY, PENNSYLVANIA  
BARBARA SELVAGE, :  
Defendant : CIVIL DIVISION - LAW  
: NO. 03-887-CD

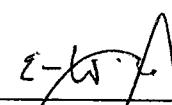
NOTICE

TO: Barbara Selvage  
623 Main Street  
Smithmill, PA 16680

DATE OF NOTICE: August 13, 2003

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN  
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT  
YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU  
ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED  
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER  
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING  
OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lawyer's Referral Service  
302 West Ninth Street  
Erie, PA 16502  
(814)459-4411

  
Edwin W. Smith, Esquire  
Attorneys for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814/455-1381

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY, PENNSYLVANIA  
v. :  
: CIVIL ACTION - LAW  
BARBARA SELVAGE, :  
Defendant : NO. 03-887-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County:
- (2) against Barbara Selvage, defendant, and
- (3) against \_\_\_\_\_ garnishee;
- (4) and index this writ
  - (a) against \_\_\_\_\_, defendant and
  - (b) against \_\_\_\_\_, garnishee,  
as a lis pendens against real property of the  
defendant(s) in name of garnishee as follows:

---

---

---

(Specifically describe property)  
(If space insufficient attach extra sheet)

**FILED**

**OCT 29 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

(5) Amount due \$5,264.08  
Interest from 8/26/03 \$ 44.72  
[Costs to be added] 

---

125.00 Prothonotary costs

~~E-W Smith~~  
Edwin W. Smith, Esquire  
Attorney for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814-455-1381

**FILED** Attd. pd. 20.00  
m 12:54 PM  
OCT 29 2003  
ICE TO SHERIFF  
William A. Shaw  
Prothonotary/Clerk of Courts  
6 wmits w/1 description to shff,

COMMONWEALTH FINANCIAL SERVICES,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF CLEARFIELD COUNTY, PENNSYLVANIA
v.	:	CIVIL ACTION - LAW
BARBARA SELVAGE, Defendant	:	NO. 03-887-CD

NOTICE OF WRIT OF EXECUTION

N O T I C E

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 said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to 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.

Pennsylvania Lawyer's Referral Service

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

(800) 692-7375

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. : CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, : :  
Defendant : NO. 03-887-CD

V E R I F I C A T I O N

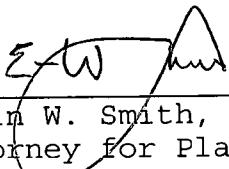
STATE OF PENNSYLVANIA

ss.

COUNTY OF CLEARFIELD

Edwin W. Smith, Esquire, verifies and states that the last known residence of the above-named defendants is: 623 Main Street, Smithmill, PA 16680.

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

  
Edwin W. Smith, Esquire

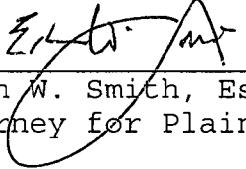
Attorney for Plaintiff

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. : CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, : NO. 03-887-CD  
Defendant :

VERIFICATION OF NON-MILITARY SERVICE

I, Edwin W. Smith, Esquire, verify and state that the defendant(s) in the above entitled case is not engaged in the military services of the United States of America.

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

  
Edwin W. Smith, Esquire  
Attorney for Plaintiff

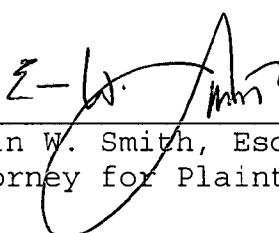
DATE: 10/21/03

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. : CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, : :  
Defendant : NO. 03-887-CD

V E R I F I C A T I O N

The undersigned, counsel for the judgment creditor herein, verifies and states that the he/she having praeciped for a Writ of Execution in the above captioned proceeding does hereby verify and affirm that a levy, execution or garnishment is not being made on any judgment by confession entered pursuant to a transaction governed by the Goods and Services Installment Sales Act, 69 P.S. 1101 et seq; nor the Loan Interest and Protection Law of 1974, 41 P.S. 101 et seq; nor any confessed judgment governed by Pennsylvania Rules of Civil Procedure 2981-2986.

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

  
Edwin W. Smith, Esquire  
Attorney for Plaintiff

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. :  
: CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, :  
Defendant : NO. 03-887-CD

CLAIM FOR EXEMPTION

To the Sheriff of Clearfield County:

I, the above-name 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 \$300.00 statutory exemption be

(i) exemption be set aside in kind (specify property to be set aside in kind): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(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 \$300.00 statutory exemption: \_\_\_\_\_ in cash;

\_\_\_\_\_ in kind (specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

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.A. Section 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Defendant

THIS CLAIM TO BE FILED WITH THE  
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY  
203 East Market Street  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765 - 2641, Ext. 5986

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. : CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, : :  
Defendant : NO. 03-887-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
ss:  
COUNTY OF CLEARFIELD )

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against  
Barbara Selvage, defendant,

- (1) You are directed to levy upon the property of the defendant and to sell its interest therein;
- (2) You also are directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee, Account Number \_\_\_\_\_ in name of \_\_\_\_\_ and to notify the garnishee that:
  - (a) An attachment has been issued.
  - (b) The garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

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

Amount Due \$5,264.08

Interest From 8/26/03 \$ 44.72

[Costs to be added] 125.00 *Prothonotary costs*

Seal of the Court

WILLIAM SHAW, CLERK OF RECORDS  
PROTHONOTARY (CIVIL) DIVISION

Dated: October 29, 2003

By William Shaw  
Deputy

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.

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. : CIVIL ACTION - LAW  
: :  
BARBARA SELVAGE, : NO. 03-887-CD  
Defendant :

DESCRIPTION OF PROPERTY

Please levy, post and sell all personal property of the defendant located at 623 Main Street, Smithmill, PA 16680.

ELY & SMITH

By   
Edwin W. Smith, Esquire  
Attorney for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814-455-1381



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

DOCKET # 14806  
NO: 03-887-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SERVICES  
vs.  
DEFENDANT: SELVAGE, BARBARA

WRIT OF EXECUTION PERSONAL PROPERTY

## SHERIFF RETURN

DATE RECEIVED WRIT: 10/30/2003

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/23/2005

**NOT SOLD**

**FILED**  
03-39-01 NO  
MAR 24 2005 CC  
(K)

William A. Shaw  
Prothonotary/Clerk of Courts

## DETAILS

@ SERVED BARBARA SELVAGE

DEPUTIES RETURNED LEVY AS UNABLE TO LEVY ON ANY ASSETS OF VALUE OWNED BY THE DEFENDANT.

@ SERVED

NOW, JANUARY 22, 2004 RECEIVED LETTER FROM THE PLAINTIFF'S ATTORNEY TO RETURN THE WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS.

@ SERVED

NOW, MARCH 23, 2005 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14806  
NO: 03-887-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SERVICES  
VS.  
DEFENDANT: SELVAGE, BARBARA

WRIT OF EXECUTION PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$78.69

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
By: Cynthia Bitter-Aufderhage  
Chester A. Hawkins  
Sheriff

COMMONWEALTH FINANCIAL : IN THE COURT OF COMMON PLEAS  
SERVICES, :  
Plaintiff : OF CLEARFIELD COUNTY,  
PENNSYLVANIA :  
v. :  
: CIVIL ACTION - LAW  
BARBARA SELVAGE, :  
Defendant : NO. 03-887-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
ss:  
COUNTY OF CLEARFIELD )

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against  
Barbara Selvage, defendant,

- (1) You are directed to levy upon the property of the defendant and to sell its interest therein;
- (2) You also are directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee, Account Number \_\_\_\_\_ in name of \_\_\_\_\_ and to notify the garnishee that:
  - (a) An attachment has been issued.
  - (b) The garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

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

Amount Due \$5,264.08

Interest From 8/26/03 \$ 44.72

[Costs to be added] 125.00 *Prothonotary costs*

Seal of the Court

WILLIAM SHAW, CLERK OF RECORDS  
PROTHONOTARY (CIVIL) DIVISION

Dated: October 29, 2003

By Will Shaw Deputy

Received October 30, 2003 @ 10:30 a.m.

*Chester A. Baumer*  
*Cynthia D. Ayers*  
By Cynthia D. Ayers 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.

COMMONWEALTH FINANCIAL  
SERVICES,

Plaintiff  
PENNSYLVANIA

v.

BARBARA SELVAGE,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: CIVIL ACTION - LAW  
: NO. 03-887-CD

DESCRIPTION OF PROPERTY

Please levy, post and sell all personal property of the  
defendant located at 623 Main Street, Smithmill, PA 16680.

ELY & SMITH

By EWS

Edwin W. Smith, Esquire  
Attorney for Plaintiff  
23 West Tenth Street  
Erie, PA 16501  
814-455-1381

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME BARBARA SELVAGE NO. 03-887-CD

NOW, March 23, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Selvage, Barbara to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	20.16
LEVY	
MILEAGE	20.16
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.37
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$78.69</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	5,264.08
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	44.72
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,532.49</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	78.69
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$203.69</b>
<b>TOTAL COSTS</b>	<b>\$5,532.49</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

ELY & SMITH  
ATTORNEYS AND COUNSELORS AT LAW

THEODORE B. ELY, II  
EDWIN W. SMITH

23 WEST TENTH STREET  
ERIE, PENNSYLVANIA 16501  
PHONE (814) 455-1381  
FAX (814) 456-0287

January 22, 2004

Clearfield County Sheriff's Department  
ATTN: Cindy  
Clearfield County Courthouse  
One North Second St.  
Clearfield, PA 16830

Sent via facsimile to 814-765-5915

RE: Commonwealth Financial Systems v. Selvage  
Case No.: 03-887-CD

Dear Cindy:

As I understand, there are no assets found by the Sheriff's Office against which to execute. Therefore, please return this writ of execution as a "no sale."

Should you have any questions, please call me immediately.

Sincerely,

ELY & SMITH

By

Edwin W. Smith, Esquire

EWS/cjh

Commonwealth v. Selvage/clearfield012204.ltr

2004-01-22 10:45:20 AM (EST) by EWS/cjh (2004-01-22 10:45:20 AM (EST))

EWSCJH

2004-01-22 10:45:20 AM (EST)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial  
Systems, Inc : CIVIL DIVISION

Plaintiff :  
:  
:  
vs. :  
: NO: 03-887-CD

BARBARA SELVAGE :  
:  
:

Defendant :  
:  
:

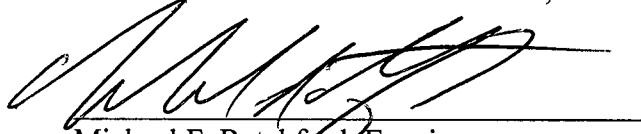
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PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Please issue writ of revival of lien of judgment entered at this Court at 03-887-CD and enter it in the judgment index against BARBARA SELVAGE in the amount of \$5,264.08 with interest from August 26, 2003.

Edwin A. Abrahamsen & Associates, P.C.



Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
Attorney for Plaintiff

FILED Atty pd. \$20.00  
MAY 15 2008 JUN 11 2008 2CC@2wnts  
to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

(610)

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

copy

Commonwealth Financial :  
Systems, Inc :  
Plaintiff : CIVIL DIVISION  
vs. : NO: 03-887-CD  
BARBARA SELVAGE :  
Defendant :

# WRIT OF REVIVAL

## To BARBARA SELVAGE

- (1) You are notified that the plaintiff has commenced a proceeding to revive the lien of the judgment entered at the Court of Common Pleas of CLEARFIELD County at Judgment Number 03-887-CD.
- (2) The plaintiff claims that the amount due and unpaid is \$5,264.08 with interest from August 26, 2003.
- (3) You are required within twenty days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do so, a judgment of revival in the amount claimed by the plaintiff may be entered without a hearing and you may lose your property or other important rights.

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

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

Date: 10/11/08

William H. Smith

Name of Prothonotary or Clerk

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial  
Systems, Inc

:  
: CIVIL ACTION

Plaintiff :  
:  
:  
:  
:  
vs.

FILED

M 1:13 P.M. GK  
JAN 04 2010

1CC Atty

William A. Shaw  
Prothonotary/Clerk of Courts (610)

BARBARA SELVAGE

: NO: 03-887-CD

Defendant :  
:  
:  
:  
:

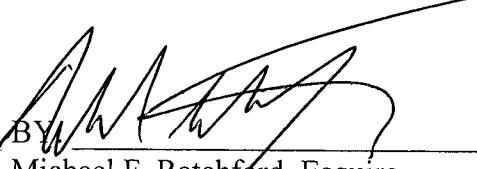
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**CERTIFICATE OF SERVICE**

I, Michael F. Ratchford, Esquire, hereby certify that on December 30, 2009 the below named Defendant received and signed for the certified mail containing the Plaintiff's Writ of Revival. A copy of the proof of service of the Writ of Revival is attached hereto and marked Exhibit "A."

BARBARA SELVAGE  
PO BOX 263  
RAMEY PA 16671

Edwin A. Abrahamsen & Associates, P.C.

  
BY \_\_\_\_\_  
Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
120 N Keyser Avenue  
Scranton, PA 18504  
(570) 558-5510

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BARBARA SELVAGE  
PO BOX 263  
RAMEY PA 16671

2. Article Number: ||| ||| |||  
(Transfer from service label) |||

06-00278

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

Andrea Selvage

Agent  
 Addressee

## B. Received by (Printed Name)

Andrea Selvage

## C. Date of Delivery

12-9-08

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes