

03-1091-CD
MILL CREEK BANK, INC. vs. LORI M. STOJEK

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

MILL CREEK BANK, INC.,

Plaintiff,

vs.

LORI M. STOJEK

Defendant.

AR 03-1091-CD

COMPLAINT

CODE: _____

Filed on behalf of Plaintiff

Counsel of Record for this Party:

Timothy P. Palmer, Esquire
Pa. I.D. No. 86165

**BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION**

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
Firm I.D. No. 0038
(412) 562-8413

FILED

JUL 25 2003

William A. Shaw
Honorary

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

MILL CREEK BANK, INC.,)	
)	
Plaintiff,)	
)	AR _____
vs.)	
)	CODE: _____
LORI M. STOJEK,)	
)	
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.

Please contact the following:

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
CIVIL DIVISION

MILL CREEK BANK, INC.,)	
)	
Plaintiff,)	AR _____
)	
vs.)	CODE: _____
)	
LORI M. STOJEK,)	
)	
Defendant.)	

COMPLAINT

Mill Creek Bank, Inc. ("Plaintiff") by its attorneys Buchanan Ingersoll Professional Corporation, for its Verified Complaint, alleges as follows:

PARTIES AND BACKGROUND

1. Plaintiff is a lending institution authorized to conduct business in Pennsylvania, and maintains a place for the transaction of business located at 7360 S. Kyrene T-302, Tempe, Arizona 85283.
2. Plaintiff was formerly known as Consec Bank, Inc. which was formerly known as Green Tree Retail Services Bank, Inc.
3. By Assignment and Assumption Agreement dated as of June 26, 2001, Plaintiff is the assignee of all rights of Transamerica Bank N.A. and Transamerica Retail Financial Services Corporation (collectively "Transamerica") under Transamerica's financing program associated with various Honda entities.
4. Defendant LORI M. STOJEK is an individual who, upon information and belief, resides at 459 W. DuBois Avenue, DuBois, Pennsylvania 15801.


5. Defendant applied for credit and financing with Plaintiff. A copy of the Credit Application is attached as Exhibit A. A copy of the agreed upon terms for this credit relationship is attached as Exhibit B ("Agreement")

6. As of April 29, 2003, Defendant's account with Plaintiff was 102 days past due. The total balance due on the account as of April 29, 2003 is \$1,067.08. The agreed upon interest rate for account is 21.99%.

WHEREFORE, Plaintiff respectfully requests that judgment be entered as follows:

- A. For a judgment against the Defendant in the amount of \$1,067.08, plus interest accruing after April 29, 2003 at the contract rate of 21.99%, and
- B. For other and further appropriate relief including costs, disbursements, and reasonable attorneys fees.

**BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION**

By: 
Timothy P. Palmer
Pa. I.D. No. 86165
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
(412) 562-8413

Dated: July 21, 2003

Attorneys for Plaintiff Mill Creek Bank, Inc.

DETACH AT PERFORATION, MOISTEN HERE, FOLD, SEAL AND MAIL

AQUAVANTAGE CONSUMER APPLICATION

Please read the following before completing this form: (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed herein investigating the information given. (2) Please read the attached agreement and sign below before submitting your Application.

APPLICATION MUST BE SIGNED

Please print in CAPITAL LETTERS and avoid contact with the lines:

S M I T H

Applicant

First Name L O R I M. Initial M Last Name S I T O J I E K

514

Present Address 459 West DuBois Ave



City DuBois State PA Zip 15801

Previous Address (if less than 2 years at Present Address)

194-66-5434
Social Security Number

City 814-371-9801 Do You (✓ One) ☒ Own ☐ Rent ☐ Other

Birth Date 09 02 1971
Month Day Year

Home Phone Dr. H. Fugate, Jr \$ 21,600

Business Phone 814-371-4443

NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless you wish to have it considered as a basis for repaying this obligation.

Nearest Relative Not Living With You: 732 Grant St.
Name L O R I S I T O J I E K Address 732 Grant St. City Reynoldsville State PA Zip 15851 Home Phone 814-653-2357

Wisconsin Applicants: If you are a married Wisconsin applicant, you must provide your spouse's information in the Joint Applicant section, even though your spouse may not be signing the application.

Joint Applicant

First Name _____ M. Initial _____ Last Name _____

☐ Spouse ☐ Other
Relationship to Applicant

Present Address _____

Social Security Number

City _____ State _____ Zip _____

Birth Date _____
Month Day Year

Home Phone _____ \$ _____
Total Annual Income*

Your Employer _____ How Long (Yrs.) _____

Business Phone _____

Applicant/Joint Applicant Signatures

Applicant(s): Please read the following: Applicant(s) (You or Yours) requests a credit card(s) or revolving credit account. You represent that the information supplied in this credit application ("Application") is complete and accurate and that your Account will only be used for personal, family, or household purposes. You authorize Green Tree Metal Services Bank, Inc. ("we," "us," or "our") to obtain a consumer report from consumer reporting agencies in considering the application, and for the purpose of an update, renewal, extension of credit, review, or collection of your Account. Upon your request, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report relating to you. You agree that there is no agreement between you and us until we approve your application. You agree that the Agreement provides for the compounding of finance charges. NOTICE TO THE APPLICANT(S)/BUYER(S): (1) DO NOT SIGN THIS CREDIT APPLICATION/CREDIT AGREEMENT BEFORE YOU READ IT OR IF THE CREDIT AGREEMENT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE CREDIT AGREEMENT. You have read and agreed to be bound by the terms of this Application (including the accompanying Federal and State Notices) and the terms of the Agreement, which are incorporated into and made a part of this Application. You acknowledge that you have kept the copy of the attached Agreement Form 880-52-800 (9/98) and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made a part of this Application. You agree to be bound by any additional terms we mail you with the credit card.

Applicant Signature [Signature] Date 12/2/99 Joint Applicant Signature _____ Date _____

Optional Insurance Protection-Please Complete This Section to Enroll

By electing optional Safeline insurance, I acknowledge that I do not need to purchase this insurance to get credit. I can get similar property coverage from any insurer I choose. I read the disclosure and I meet the age and/or employment eligibility requirements. Safeline includes credit life, disability, involuntary unemployment, and property to the extent available in my state. Monthly premium charges are based on the account balance and the rate shown in the disclosure. I will receive notice of any rate increases. I may cancel anytime.

* Please see the disclosure in the Cardholder Agreement and Disclosure.

☐ YES, please enroll me in Safeline credit insurance

☒ Signature of Primary Cardholder _____ Date of Birth _____ Date _____

Store Use Only

22 724 759 9-30-00
Applicant's ID (Type and Number) Expires
JERRY MARTIN 12/2/99
Name of Employee Obtaining Verification Date
Account # 60514001503288614
Dealer # 5140003214
Contact Name MARY KALVIN
Store Fax # 412-825-31114
Store Phone # 412-825-31111
Amount Requested \$ 14,200
41478
60-52-800 (6/98)

DETACH AT PERFORATION, FOLD, TAPE AND MAIL

FAST RATE - AQUAVANTAGE CONSUMER APPLICATION

Please read the following before completing this form: (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources disclosed herein investigating the information given. (2) Please read the attached agreement and sign below before submitting your Application.

APPLICATION MUST BE SIGNED.

Please print in CAPITAL LETTERS and avoid contact with the lines:

S M I T H

Applicant

First Name _____ M. Initial _____ Last Name _____ 514

Present Address _____

City _____ State _____ Zip _____

Previous Address (if less than 2 years at Present Address) _____

City _____ State _____ Zip _____

Home Phone _____ Do You (✓ One) ☐ Own ☐ Rent ☐ Other ☐

Your Employer _____ How Long (Yrs.) _____ Total Annual Income* \$ _____ Business Phone _____

E-Mail Address _____

NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless you wish to have it considered as a basis for repaying this obligation.

Nearest Relative Not Living With You: Name _____ Address _____ City _____ State _____ Zip _____ Home Phone _____

California, Ohio, New York, Wisconsin residents, please review attached disclosure for specific information.



☐ Spa purchase ☐ Non-Spa purchase

Social Security Number _____

Birth Date _____ Month _____ Day _____ Year _____

Joint Applicant

First Name _____ M. Initial _____ Last Name _____ ☐ Spouse ☐ Other Relationship to Applicant

Present Address _____

City _____ State _____ Zip _____

Home Phone _____ Total Annual Income* \$ _____

Your Employer _____ How Long (Yrs.) _____ Business Phone _____

Optional Insurance Protection-Please Complete This Section to Enroll

By electing optional SateLine insurance, I acknowledge that I do not need to purchase this insurance to get credit and I can get similar coverage from any insurer I choose. SateLine includes e.g. credit life, disability, and/or involuntary unemployment to the extent available in my state as described in the Disclosure Form. I read and I meet the (age and/or employment) eligibility requirements shown in the Disclosure Form. Monthly premium charges are based on the account balance and the rate shown. I will receive notice of any rate increase. I may cancel anytime.

Yes, please enroll me in SateLine credit insurance.

Signature/Initials _____ Date _____ 6327

Applicant/Joint Applicant Signatures

Applicant(s): Please read the following: Applicant(s) ("you" or "your") requests a credit card(s) or revolving credit account. You represent that the information supplied in this credit application ("Application") is complete and accurate, that you are 18 years of age or older, and that your Account will only be used for personal, family, or household purposes. You authorize Green Tree Retail Services Bank, Inc. ("we," "us," or "our") to obtain a consumer report from consumer reporting agencies in considering the application, and for the purpose of an update, renewal, extension of credit, review, or collection of your Account. Upon your request, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report relating to you. You agree that there is no agreement between you and us until we approve your application. You agree that the Agreement provides for the compounding of finance charges. **NOTICE TO THE APPLICANT(S)/BUYER(S): (1) DO NOT SIGN THIS CREDIT APPLICATION/CREDIT AGREEMENT BEFORE YOU READ IT OR IF THE CREDIT AGREEMENT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE CREDIT AGREEMENT.** You have read and agreed to be bound by the terms of this Application (including the accompanying Federal and State Notices) and the terms of the Agreement, which are incorporated into and made a part of this Application. You acknowledge that you have kept the copy of the attached Agreement Form #0514-002-0137/8/02 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made a part of this Application. You agree to be bound by any additional terms we mail you with the credit card.

X Applicant Signature _____ Date _____ X Joint Applicant Signature _____ Date _____

Dealer Use Only

Applicant's ID (Type and Number) _____ Expires _____

Name of Employee Obtaining Verification _____ Date _____

Account # 605140020137802

Dealer # 514

Contact Name _____

Joint Applicant's ID (Type and Number) _____ Expires _____

Store Fax # _____

Store Phone # _____

Amount Requested \$ _____

23654

60514-002-0137 (8/02)



CONSECO
Step up.

AN IMPORTANT NOTICE CONCERNING CONSUMER PRIVACY

The Conseco Finance companies respect your concern for privacy. We recognize that we have an important responsibility to protect the privacy and security of the nonpublic personal information we collect from you. Therefore, we want you to understand our information-sharing practices designed to meet strict legal requirements and ensure the confidentiality of your information.

THE TYPE OF INFORMATION WE COLLECT

The type of information we collect depends upon the product or service we are providing to you or that you are asking about. We collect information that you provide to us on applications and other forms; information about your transactions with us, our affiliates, or others; and information that is provided to us by third parties including credit reporting agencies, individual reference services, public record databases and other recognized providers of nonpublic personal information.

The information we collect may include identifying information such as your name, address, social security number and other information on how to contact you; credit worthiness and credit history; as well as transaction information such as account activity and loan terms. We may also collect financial information such as your income, assets and employment status; information about your spouse or dependents; and/or certain demographic information. If you apply for an insurance product, we may collect limited health information on your application.

HOW WE TREAT THE INFORMATION

Conseco Finance is committed to the security and confidentiality of your nonpublic personal information. In addition to reasonable physical, procedural and electronic security measures, our security practices include limiting access to this information to those employees and business associates with appropriate authority and for intended business purposes only.

We do not disclose health information for marketing purposes. We disclose health information to affiliates or third parties only to underwrite or administer your account or claim, or as otherwise permitted or required by law.

Disclosures to Conseco Companies

We may share information we collect, as listed above, with our affiliates in the Conseco family. The Conseco family is made up of various types of companies, which include insurance companies, financial services companies, and investment and securities companies. You have a right to prevent this sharing of information, except for the sharing of information relating solely to your transactions with us (such as your payment history) or our experiences with you. If you do not want us to share your information within the Conseco family, please check the appropriate box on the attached form and return it to us.

Disclosures to Other Companies

We may share information we collect, as listed above, with nonaffiliated companies that perform marketing services on our behalf or with other financial institutions with which we have joint marketing agreements. In addition, we may disclose certain information to affiliates and nonaffiliated third parties, as applicable and as permitted or required by law.

From time to time, Conseco Finance may wish to make the information we collect, as listed above, available to nonaffiliated companies for the purpose of offering products and services that may be of value to you. Organizations that may receive your information include financial service providers, such as mortgage bankers or insurance agents; and nonfinancial companies, such as retailers, direct marketers or contractors. We will disclose such information only with organizations that agree to

treat it confidentially and to use it only for the purposes intended. If you do not want us to disclose information for these purposes, please check the appropriate box on the attached form and return it to us.

For residents of Alaska, Florida, Illinois, Maine, Maryland, North Dakota, Vermont: The information that you provide to us will not be shared with nonaffiliated third parties, except as required or permitted by law. If you prefer to receive offers that may be of value to you, you may opt in by checking the appropriate box on the attached form and returning it to us.

We typically will retain your personal information for a period of time after the end of a customer relationship. In some cases we may be required, by law or industry standard, to retain certain information for a specified period of time. We maintain the same standards of privacy for all consumers and customers, both current and former.

A FINAL WORD

Because your trust and confidence in Conseco Finance matters to us, we are committed to keeping you informed about our privacy practices and your rights. By using information, we are able to deliver products and services that meet your needs. Therefore, it may be necessary for us to periodically review and update our privacy practices in order to provide the best service.

If you have any questions regarding your rights or the contents of this notice, please write to us at:

CONSECO FINANCE CORP.
PO BOX 6160
RAPID CITY, SD 57709-6160.

The Conseco Finance Companies' include:

Conseco Finance Servicing Corp.
Conseco Finance Corp.
Conseco Finance Credit Corp.
Conseco Finance Loan Company
Conseco Bank, Inc.
Green Tree Retail Services Bank, Inc.
Conseco Finance Corp. - Alabama
Conseco Finance Consumer Discount Company
Conseco Agency, Inc.
Conseco Agency of Alabama, Inc.
Conseco Agency of Kentucky, Inc.
Conseco Agency of Nevada, Inc.
Conseco Agency of New York, Inc.
Conseco Insurance Agency, Inc.
Crum-Reed General Agency, Inc.
Conseco Finance Vendor Services Corporation

Although you will receive multiple copies of this notice over time, you only need to notify us once per account of your information sharing preference. The attached form may be mailed to:

CONSECO FINANCE CORP.
PO BOX 6160
RAPID CITY, SD 57709-6160

CUSTOMER CHOICE Do not include with application. Mail to address above.

☐ Residents of Alaska, Florida, Illinois, Maine, Maryland, North Dakota, Vermont: Please share my information with nonaffiliated third parties. If you check this, you may receive offers for other products and services that may be of value to you.

☐ Residents of all other states: Please do not share my information with nonaffiliated third parties. If there are joint borrowers on your account, any borrower may complete this form which will apply to all borrowers on the account. If you check this, you may not receive offers for other products and services that may be of value to you.

☐ Residents of all states: Please do not share my information within the Conseco family. If there are joint borrowers on your account, any borrower may complete this form which will apply to all borrowers on the account. If you check this, you may not receive offers for other products and services that may be of value to you.

First Name*		Last Name*	
Present address*		Social Security Number*	
City*	State*	Zip*	Home Phone
Account Number (if available)			

* All fields marked with an * are required to ensure accurate processing of your information sharing request.

19786

The full Cardholder Agreement and Disclosure Statement will be sent with your Card(s).

1. **GENERAL:** This Agreement governs the use of your AquaVantage revolving credit account for personal use only ("Account"). Each person signing the application ("Application") for an Account applies for an Account with Green Tree Retail Services Bank, Inc. In this Agreement, "you" and "yours" refers to all persons who applied and were approved for an Account. "We," "us," and "our" refers to Green Tree Retail Services Bank, Inc. having the address of P.O. Box 6150, Rapid City, South Dakota, 57709-6150, or its assigns. Card means any one or more "AquaVantage" Cards issued to you or someone else with your permission. The Application you signed or otherwise submitted is part of and is incorporated into this Agreement. You may use your Account only for personal, family or household use.

2. **YOUR OBLIGATION TO PAY:** You agree to be bound by this Agreement and the additional terms that we will mail to you with your credit card ("Card"). You promise to pay all amounts owed to us under the terms of this Agreement and the terms we mail to you with your Card. If you permit another person to use your Account, you promise to pay amounts owed to us because of purchases or Access Check Transactions made by that person. You must pay for purchases and Access Check Transactions made by that person whether or not that person exceeded your permission and whether or not you told us that the person was using your Account. We will send you a Periodic Statement for each monthly billing Cycle ("Cycle") in which there is any debit or credit balance, \$1 or greater, on your Account on the last day of that Cycle or in which either we impose a Finance Charge or Fee on, or there is any other activity in, your Account. The Periodic Statement shows: (i) the unpaid balance of your Account at the beginning of the Cycle; (ii) payments/credits to the Account; (iii) purchases, Access Check Transactions, Finance Charges, Fees, and all other debits to the Account during the Cycle; (iv) the Account balance on the last day of the Cycle (the "New Balance"); (v) the last day of the Cycle (the "Statement Closing Date"); (vi) your minimum payment as the "Total Amount Due" (the "Minimum Monthly Payment") and the date that it is due (the "Payment Due Date"); and (vii) your Credit Limit.

3. **SPECIAL PAYMENT PLANS:** In addition to purchases ("Regular Purchases") and Access Check Transactions that accrue Finance Charges and require Minimum Monthly Payments, the following Special Payment Plans (or "Plans") for purchases may be offered from time to time only as specified on the AquaVantage sales slips:

(a) **Delayed Payment** - no Minimum Monthly Payments will be due for purchases made under the Special Payment Plan until the first Payment Due Date following the expiration date of the promotional period specified on your Periodic Statement, with Finance Charges accruing from the date of the purchase;

(b) **Waived Finance Charge** - no Finance Charges will accrue on the purchase made under the Special Payment Plan until the expiration date of the promotional period specified on your Periodic Statement, with Minimum Monthly Payments due each Cycle;

(c) **Delayed Payment/Waived Finance Charges** - no Finance Charges will accrue on purchases made under the Plan until the expiration date of the promotional period specified on your Periodic Statement. No Minimum Monthly Payments will be due on the Plan balance until the first Payment Due Date following that expiration date;

(d) **Same As Cash** - Finance Charges will accrue on the purchase from the date of the purchase and Minimum Monthly Payments will be due on the Special Payment Plan balance each Cycle; however, if you pay the cash sale price of the purchase plus credit insurance premiums (if applicable) by the last day of the promotion period as indicated on your Periodic Statement, all accrued Finance Charges will be waived and not added to your Account balance;

(e) **Same As Cash/Delayed Payment** - Finance Charges will accrue on the purchase from the date of the purchase but no Minimum Monthly Payments will be due until the Payment Due Date for the first billing Cycle following the last day of the promotion period as indicated on your Periodic Statement; and if you pay the cash sale price of the purchase plus credit insurance premiums (if applicable) by the last day of the promotion period, all accrued Finance Charges will be waived and not be added to your Account balance;

(f) **Reduced Rate** - a reduced Daily Periodic Rate of Finance Charge ("Reduced Daily Periodic Rate of Finance Charge") will be applied to the balance attributable to the purchases made under the Plan ("Reduced Rate Purchase Balance") until the expiration of the Reduced Rate period (as disclosed on your Periodic Statement) or payment in full of the Reduced Rate Purchase Balance, whichever occurs first;

(g) **Reduced Rate/Delayed Payment/Waived Finance Charges** - no Finance Charges will accrue on purchases made under the Special Payment Plan until the expiration date of the promotional period specified on your Periodic Statement. No Minimum Monthly Payments will be due on the Special Payment Plan balance until the first Payment Due Date following that expiration date. When Finance Charges do begin to accrue, a reduced Daily Periodic Rate of Finance Charge ("Reduced Daily Periodic Rate of Finance Charge") will be applied to the balance attributable to the purchases made under the Plan ("Reduced Rate Purchase Balance") until the expiration of the Reduced Rate period (as disclosed on your Periodic Statement) or payment in full of the Reduced Rate Purchase Balance, whichever occurs first;

(h) **Six Month Introductory Rate** - an Introductory Daily Periodic Rate of Finance Charge will be applied to the balance attributable to your purchases under this Plan for six months from the date we disburse funds to the merchant from whom you purchased the goods and services. The ANNUAL PERCENTAGE RATE for this Introductory Daily Periodic Rate of FINANCE CHARGE shall be a Fixed Rate of 9.99%, which corresponds to a Daily Periodic Rate of .02736%. After which time, the rate will be converted to a Post-Introductory Rate of Finance Charge equal to your standard ANNUAL PERCENTAGE RATE for Purchases.

4. **YOUR PAYMENTS:** Each Cycle you agree to pay us at least the Minimum Monthly Payment reflected on your Periodic Statement. If you wish, you may pay more than the Minimum Monthly Payment and we will use the excess to reduce the New

Balance of your Account. However, if in a Cycle you send us more than the Minimum Monthly Payment, in the next Cycle you must still pay at least the Minimum Monthly Payment. Unless we receive your Minimum Monthly Payment by the last day of the Cycle shown on your Periodic Statement, we may charge your Account a Late Fee. At any time you may pay your entire Account balance in full or more than the Minimum Monthly Payment without incurring any additional Fees or other charges.

The Minimum Monthly Payment is the greater of \$15 or 2% of your New Balance minus any balances that are attributable to any Special Payment Plan(s) which include Delayed Payments (your "Minimum Payment Balance"); rounded to the next highest dollar.

If your entire Account balance is less than \$15, the Minimum Monthly Payment is your entire Account balance. The Minimum Monthly Payment will be calculated at the end of the first Cycle in which you make a purchase, or Access Check Transaction, and will be recalculated at the end of each Cycle.

You agree that any payment may be returned to you if your check: (i) is not drawn on United States dollars on deposit in the U.S.; (ii) is missing a signature; (iii) is drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) is postdated; (vi) is drawn on a credit account issued by us; or (vii) is not paid on presentment. You may not mail us cash. All credits or payments on your account are subject to final payment by the institution on which the payment was drawn.

5. **FINANCE CHARGES:** We may impose a Finance Charge on your Account each Cycle. We will figure the Finance Charge for each monthly billing Cycle by multiplying the respective Daily Periodic Rates for (i) Regular Purchases, (ii) Access Check Transactions, and (iii) all Special Payment Plans that you are participating in for which Finance Charges accrue, by the "Average Daily Balances" calculated for each of those categories of transactions and multiplying each quotient by the number of days in the Cycle. We then add together the results of each of these calculations to determine your total Finance Charges for the Cycle. To obtain the Average Daily Balance for each category of transactions, we calculate the respective Daily Balances for each day of the Cycle, add them together by category, and divide each sum by the number of days in the Cycle. The Daily Balances are calculated as follows:

"Regular Purchases": The Daily Balance of Regular Purchases for any day is equal to the previous day's Daily Balance of Regular Purchases plus any new purchases and any other charges that we add that day, minus any payments and credits we apply to Regular Purchases that day. We add new purchases to the Daily Balance on the purchase date. We add returned check charges to the Daily Balance on the date they are incurred. If other charges (including but not limited to late fees, over limit fees, credit insurance premiums (if applicable), and finance charges) appear on your monthly Periodic Statement, we add them to your Daily Balance of Regular Purchases on the day following the closing date of the statement. We apply payments and credits on the day they are received.

"Access Check Transactions": The Daily Balance of Access Check Transactions on any day is equal to the previous day's Daily Balance of Access Check Transactions, plus any new Access Check Transactions and Access Check Transaction Fees incurred that day, minus any payments and credits applied to Access Check Transactions on that day. If applicable, credit insurance premiums will be added on the day following the closing date of the statement. We treat any Access Check Transactions as having been made on the transaction date shown on your periodic statement.

"Special Payment Plans": For those Special Payment Plans which accrue Finance Charges (as indicated in Paragraph 3 of this Agreement) the Daily Balance for each such Special Payment Plan on any day is equal to the previous day's Daily Balance for that Special Payment Plan, plus any new purchases added to the Special Payment Plan on that day minus any payments or credits applied to that Special Payment Plan on that day. We add new purchases to the Daily Balance on the purchase date. We apply payments and credits on the day they are received. If applicable, credit insurance premiums will be added on the day following the closing date of the statement. On the expiration date of any Special Payment Plan (as shown on your Periodic Statement), the Daily Balance for that Plan and any accrued Finance Charges attributable to that plan (if applicable) are added to your Daily Balance of Regular Purchases.

Any special payment features (such as delayed payments or waived finance charges) on a Special Payment Plan will expire on the expiration date of that Plan (as shown on your Periodic Statement). In some cases, the balance on that Plan will be added into your balance of Regular Purchases. However, in some cases, the Average Daily Balance and remaining purchases for that Special Payment Plan and any Finance Charges attributable to that Special Payment Plan (if applicable) may be displayed separately on your Periodic Statement.

A minimum FINANCE CHARGE of \$1.00 will be assessed for each Cycle in which a FINANCE CHARGE is payable but would be less than \$1.00 by application of the Daily Periodic Rate(s) and any Reduced Daily Periodic Rate then in effect.

Finance Charges for all purchases except for those under Special Payment Plans with a Waived Finance Charge feature begin to accrue on the date of the purchase. Finance Charges for purchases under Special Payment Plans with a Waived Finance Charge feature begin to accrue on the date indicated on your Periodic Statement. However, if in any billing Cycle you pay the New Balance shown on your Periodic Statement minus any balances attributable to Special Payment Plan(s) with a Delayed Payment feature, by the Payment Due Date shown on your Periodic Statement, no Finance Charges will be assessed on your balance of Regular Purchases for that Cycle. Finance Charges for all Access Check Transactions begin to accrue on the date of the Access Check Transaction. There is no grace period for Access Check Transactions.

6. **VARIABLE RATE FINANCE CHARGE:** For any extension of credit under the Account requested by you and authorized by us, the Daily Periodic Rate (and the corresponding Annual Percentage Rate) of Finance Charge on your Account may vary from month to month. The Daily Periodic Rate is equal to the ANNUAL

PERCENTAGE RATE divided by the number of days in the year. To determine the ANNUAL PERCENTAGE RATE of FINANCE CHARGE for a Cycle for all Regular Purchases, Access Check Transactions, and those Special Payment Plans which accrue interest and do not feature Reduced Rates, we begin with the highest Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month (the "Prime Rate"). The Daily Periodic Rate (and corresponding Annual Percentage Rate) may increase if the Prime Rate increases, but the Annual Percentage Rate will not exceed the maximum rate permitted by applicable law. Any change in the Monthly Periodic Rate (and corresponding Annual Percentage Rate) will take effect on the first day of your next billing Cycle following the Prime Rate change. The changed Daily Periodic Rate (and corresponding Annual Percentage Rate) will apply to new Regular Purchases, Access Check Transactions, and to those Special Payment Plans which accrue Finance Charges and do not feature fixed Reduced Rates and to the existing balance of your Account. If the Daily Periodic Rate (and corresponding Annual Percentage Rate) increases, the amount of the Finance Charge and the Minimum Monthly Payment may increase.

A. FINANCE CHARGE Rate for Initial and Subsequent Transactions including a Spa/Hot Tub: If your account is considered Current, we add 8.49 percentage points to the Prime Rate to obtain the ANNUAL PERCENTAGE RATE, except that the ANNUAL PERCENTAGE RATE will never decrease below 15.99%. As of March 12, 2002, the ANNUAL PERCENTAGE RATE for all Initial and Subsequent Transactions including a Spa/Hot Tub was 15.99%, which corresponds to a Daily Periodic Rate of .04380%.

B. FINANCE CHARGE Rate for Initial and Subsequent Transactions not including a Spa/Hot Tub: If your account is considered Current, we add 11.49 percentage points to the Prime Rate to obtain the ANNUAL PERCENTAGE RATE, except that the ANNUAL PERCENTAGE RATE will never decrease below 18.99%. As of March 12, 2002, the ANNUAL PERCENTAGE RATE for all Initial and Subsequent Transactions not including a Spa/Hot Tub was 18.99%, which corresponds to a Daily Periodic Rate of .05202%.

C. FINANCE CHARGE Rate for Access Check Transactions: If your Account is considered Current, for Access Check Transactions, we add 12.49 percentage points to the Prime Rate to obtain the ANNUAL PERCENTAGE RATE, except that the ANNUAL PERCENTAGE RATE will never decrease below 19.99%. As of March 12, 2002, the ANNUAL PERCENTAGE RATE for all Access Check Transactions was 19.99%, which corresponds to a Daily Periodic Rate of .05476%.

D. FINANCE CHARGE Rates for Delinquent Accounts: If your Account is considered delinquent (as defined below), for all regular purchases, we will increase the ANNUAL PERCENTAGE RATE otherwise applicable to each purchase by 4 percentage points until you have met all your obligations and responsibilities as set forth in this Agreement (including, but not limited to, making all required payments by their payment due dates for six consecutive months and your Account is open and considered current. For example, as of March 12, 2002, the Delinquent Rate for Initial and Subsequent Transactions including a Spa/Hot Tub was 19.99%, which corresponds to a Daily Periodic Rate of .05476%; the Delinquent Rate for Initial and Subsequent Transactions not including a Spa/Hot Tub was 22.99%, which corresponds to a Daily Periodic Rate of .06298%; and the Delinquent rate for Access Check Transactions was 23.99%, which corresponds to a Daily Periodic Rate of .06572%.

If circumstances such as a change in the law, any court ruling, or discontinued publication of the Prime Rate do not permit us to continue use of the Prime Rate as the variable rate index, we will change the index as described in Paragraph 13 of this Agreement.

You should write us at P.O. Box 6150, Rapid City, South Dakota, 57709 to determine if there has been a change regarding these variable rate disclosures.

7. DELINQUENCY: If you fail to pay at least the Minimum Payment as shown on your Periodic Statement by the Payment Due Date shown on such statement for two consecutive billing Cycles, then your Account will be considered Delinquent. If your Account is considered Delinquent, then all special payment features of all Special Payment Plans will be terminated, and will not be subject to reinstatement. The remaining balances (including accrued Finance Charges) then outstanding on your Account will be subject to the Finance Charge for Delinquent Accounts, commencing with the first statement sent to you thereafter. Your account will be reviewed every month on your billing statement closing date to determine your eligibility for Regular Purchases, Access Check Transactions, and Special Payment Plan pricing versus Delinquency Rate pricing. Your account will retain Regular Purchase, Access Check Transaction, and Special Payment Plan pricing if, as of the review date, you met all your obligations and responsibilities as set forth in your Agreement. While a failure to make a single required payment by its payment due date will not disqualify you, any other default under this agreement, including failure to make two consecutive payments by their due date, will disqualify you for eligibility for Regular Purchase, Access Check Transaction, and Special Payment Plan pricing for a minimum of six months. Your Regular Purchase, Access Check Transaction, and Special Payment Plan pricing will be reinstated if, as of subsequent review, your account is open and you have met all your obligations and responsibilities as set forth in this Agreement (including, but not limited to, making all required payments by their payment due dates) for the last six months. Thereafter, the reviews will continue in the same manner as described above.

8. LATE FEE: If we do not receive an amount at least equal to your Minimum Monthly Payment by the last day of the Cycle shown on your Periodic Statement, we may charge you a Late Fee of \$35 (\$15 in IA).

9. OVER LIMIT FEE: If your Account balance exceeds your Credit Limit during a Cycle, we may charge you an Over Limit Fee of \$20 (\$15 in IA). We will not charge more than one Over Limit Fee in any such Cycle.

10. RETURNED CHECK FEE: If the check or other payment instrument you send to us is dishonored by your bank or must be returned, we may charge you a Returned Check Fee of \$20 (\$20 in IA).

11. TRANSACTION FEE: You agree to pay us a transaction fee which is the greater of \$2.00 or 3% of the amount of an Access Check Transaction each time you use your account.

...relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by us with your consent. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY US (AS PROVIDED HEREIN).** The parties agree that they will limit claims hereunder to those existing between themselves as parties only, and hereby waive their right to assert class actions, or to consolidate or join claims of third parties not party to this Agreement. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all Agreement, tort, and property disputes, will be subject to binding arbitration in accord with this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by the law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, we retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the property, goods or services secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the property, goods or services or to foreclose on the property, goods or services. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by us pursuant to this provision.

23. STATE DISCLOSURES: CALIFORNIA RESIDENTS: Applicants: (1) If married, you may apply for a separate account. (2) after credit approval, you may use the credit card account up to its credit line; (3) you may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NEW YORK RESIDENTS: New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. Call (800) 518-8866.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

WISCONSIN RESIDENTS: No agreement, court order or individual statement applying to marital property will adversely affect a creditor's interest unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court or statement, or has actual knowledge of the adverse provision. Married Wisconsin residents must furnish the name and address of their spouse to Green Tree Retail Services Bank, Inc., Box 6150, Rapid City, South Dakota 57709.

24. IMPORTANT INFORMATION ON SAFELINE LIMITATIONS. EXCLUSIONS, COSTS: Upon acceptance of your enrollment, you will receive your certificates indicating your effective date. Eligibility, restrictions and exclusions vary by coverage and state. Read your certificates carefully for full details. You are free to cancel anytime. Premium rates are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the insurance certificates upon written notice and subject to state regulations.

COVERAGE IS NOT AVAILABLE IN: AL, CT, MN & WV

LIFE COVERAGE: If you die, Safeline will pay the outstanding account balance as of the date of death, up to the policy maximum of \$25,000. Suicide is excluded except in MD & MO. In CA, we won't pay a claim on an advance if you commit suicide within six months of that advance.

DISABILITY/UNEMPLOYMENT COVERAGE (applies only to you, the primary cardmember): If you become totally disabled or involuntarily unemployed, Safeline will make your scheduled minimum monthly payment, subject to the policy maximum of \$25,000. You are eligible for these coverages if employed 30 hours or more a week or as otherwise required by state law (in PA, employed at least 9 months of the year) in a nonseasonal occupation (seasonal restriction does not apply to disability in AZ, CA, CO, FL, GA, MO, MT, NC, NM, NY, OR, PA, TX, UT, VA & WA; to unemployment in FL, VT, NC, NM, NY, PA, UT & WA). To be eligible for benefits you must be unemployed or disabled for 30 consecutive days. Benefits begin on the 31st day of unemployment or disability except that benefits are retroactive to the first day in KS, MA, PA, SD & TX for unemployment; in PA, SC & SD for disability. Benefits are based on the outstanding balance as of the date of loss and will continue for a maximum of 9 months (except for unemployment in PA & TX, 12; KS, 3; NY, unlimited), until your balance is paid off, you return to work, or you reach the maximum limits of the master policy, whichever occurs first. In CA, MA, NY & PA disability benefits are not subject to a maximum number of months. In CA, MA, NY, PA & VA disability benefits are not payable for preexisting conditions treated within 6 months prior to the effective date. In CA, disability benefits are not payable for pregnancy or self-inflicted injuries. Unemployment excludes self-employment in MA & TX; unemployment excludes labor disputes/strikes in AR, IL & NY. Disability is not available in ID, NJ & TN. Purchases made after the date of loss will not be covered until you return to work.

GENERAL PROVISIONS: Maximum enrollment age is 65, except: 64 in CA; 60 in AZ, FL, OR & VA; 70 in FL, GA, MI & MO; 71 in NM; 70 in TX, no maximum age applies. Coverage terminates at age 65, except: 65 in CA; 70 in AZ, NV, OK, OR & VA; 71 in FL, GA, MI & MO; 72 in NM.

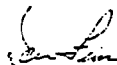
The monthly premium charge to your credit card account will be 40¢ per \$100 of your outstanding balance, except: 39.8¢ in AZ; 42.9¢ in CA; 43.8¢ in DE; 38¢ in GA; 39.1¢ in HI; 40.2¢ in IA; 44¢ in ID; 43¢ in KS; 45.7¢ in MA; 38.6¢ in ME; 44.6¢ in MT; 44.3¢ in NC; 39.2¢ in ND; 38.7¢ in NH; 38¢ in NJ; 41.4¢ in NM; 28.7¢ in NY; 38.2¢ in OR; 49.1¢ in PA; 39¢ in RI; 35¢ in SC & TN; 27.2¢ in TX; 39.5¢ in UT; 29.1¢ in VT; 39.1¢ in VA; 39.7¢ in WI.

Coverages are only available as a package. If you cancel within 30 days of receiving your certificate, we will refund your premium.

Coverage is underwritten by American Bankers Life Assurance Company (ABLAC) of Florida and American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, FL 33157-6596. In CA, Life and Disability coverage provided by ABLAC and ABIC provides remaining coverages described above. In NY, life and disability coverage is provided by Bankers American Life Assurance Company, One Blue Hill Plaza, P.O. Box 1565, Suite 1436, Pearl River, NY 10965. The creditor has a financial interest in the sale of this insurance. Coverage for life and disability is provided under form numbers AC2176-PL, AC2231-EL, N2046-0100, AB9244PQ-285 and AM9066EXX-0494 in FL, TN and VA.

D.C. residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

The information about the **FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Fees and Security Interest** described in this Application and Agreement is accurate as of March 12, 2002. This information may be changed after that date. To find out what may have changed write to us at P.O. Box 6150, Rapid City, South Dakota 57709.



Dan Finn
President
Green Tree Retail Services Bank, Inc.
1400 Turbine Drive
Rapid City, South Dakota 57701

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 the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) Your name and account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

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

If we find 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 we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you 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 of 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 services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

Annual Percentage Rate for Balances	The following Annual Percentage Rates apply as of March 12, 2002. Initial and Subsequent Transactions including a Spa/Hot Tub: 15.99% (Minimum APR) Initial and Subsequent Transactions not including a Spa/Hot Tub: 18.99% (Minimum APR) 6 Month Introductory Rate (if applicable): 9.99% Fixed then Standard Pricing Applies.
Other Rates	The following Annual Percentage Rates apply as of March 12, 2002. Access Check Transactions: 19.99% (minimum APR) <u>*Delinquent Accounts</u> If your Account is considered delinquent, we will increase the ANNUAL PERCENTAGE RATE otherwise applicable to each Purchase (including minimum APR's) by 4 percentage points. Initial and Subsequent Transactions including a Spa/Hot Tub: 19.99% Initial and Subsequent Transactions not including a Spa/Hot Tub: 22.99% Access Check Transactions: 23.99%
Variable Rate Information	Your APR for purchases may vary. The APR is based on the highest prime rate published in the "Money Rates" section of <i>The Wall Street Journal</i> on the last business day of the month plus a margin. The following Margins currently apply: Initial and Subsequent Transactions including a Spa/Hot Tub: 8.49% Initial and Subsequent Transactions not including a Spa/Hot Tub: 11.49% Access Check Transactions: 12.49% The APR is adjusted on the first day of the billing Cycle following the rate change.
Grace Period for Repayment of the Balances for Purchases	Finance Charges accrue from the date of purchase. You have 25 days from the Statement Closing Date for that Cycle, to pay the New Balance in full before a Finance Charge is imposed attributable to that New Balance.
Minimum Finance Charge	\$1.00 (for purchases in any billing cycle that a finance charge is due)
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Access Check Transactions, Late, Over Limit and Returned Check Fees	Access Check Transactions - \$3.00 or 3% of transaction amount, whichever is greater. Late Fee: \$35 (\$15 in IA) Over Limit Fee: \$30 (\$15 in IA) Returned Check Fee: \$30 (\$20 in IA)

**An Account is considered delinquent after a minimum payment is not made for two consecutive billing Cycles, including during Introductory Rate period and will disqualify you for eligibility for Regular Purchase, Access Check Transaction and Special Payment Plan pricing for a minimum of six months.*

VERIFICATION

I, Stephanie Tumarello, an authorized representative of Plaintiff verify that I have read the foregoing Complaint, that I am authorized to make this Verification on Plaintiff's behalf, and that the statements of fact therein are true and correct to the best of my knowledge, information and belief.

I understand that this Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: June 26, 2003

Stephanie Tumarello

FILED

M 1:55 PM Pd 85.00
JUL 25 2003 acc to tally

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MILL CREEK BANK, INC.

VS.

STOJEK, LORI M.

COMPLAINT

Sheriff Docket #

14377

03-1091-CD

SHERIFF RETURNS

NOW AUGUST 21, 2003 AT 3:04 PM SERVED THE WITHIN COMPLAINT ON LORI M. STOJEK, DEFENDANT AT RESIDENCE, 459 W. DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LORI M. STOJEK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENT THEREOF.

SERVED BY: MCCLEARY

Return Costs


Cost	Description
45.36	SHERIFF HAWKINS PAID BY: ATTY CK# 13440
10.00	SURCHARGE PAID BY: ATTY CK# 13441

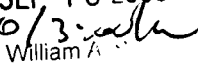
Sworn to Before Me This

19 Day Of Sept. 2003

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

So Answers,


Chester A. Hawkins
Sheriff

FILED
SEP 19 2003
013-
William A. Shaw
Prothonotary/Clerk of Court

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

MILL CREEK BANK, INC.,

No. 03-1091-CD

Plaintiff,

PRAECIPE TO DISCONTINUE

vs.

LORI M. STOJEK,

Defendant.

Filed on behalf of Plaintiff

Counsel of Record for this Party:

Timothy P. Palmer, Esquire
Pa. I.D. No. 86165

**BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION**
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
Firm I.D. No. 0038
(412) 562-8413

FILED

NOV 18 2003

William A. Shaw
Prothonotary

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

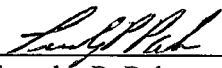
MILL CREEK BANK, INC.,)	No. 2003-5153
)	
Plaintiff,)	
)	
vs.)	
)	
LORI M. STOJEK,)	
)	
Defendant.)	

PRAECIPE TO DISCONTINUE

TO: PROTHONOTARY

Kindly discontinue the above-captioned action with prejudice.

**BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION**

By: 
Timothy P. Palmer
Pa. I.D. No. 86165
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219
(412) 562-8413

Attorneys for Plaintiff Mill Creek Bank, Inc.

Dated: November 14, 2003

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within **Pracipe to Discontinue** was served by first class United States mail, postage pre-paid, on the 14th day of November, 2003, upon the following:

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
(across from Courthouse)
P.O. Box 131
Clearfield, PA 16830



Timothy P. Palmer

FILED

1:46:00 1cc City Chruschki
1cc City Palmer
NOV 18 2003 copies to

William A. Shaw
Prothonotary

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

CIVIL DIVISION

Mill Creek Bank, Inc.

Vs.

No. 2003-01091-CD

Lori M. Stojek

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 November 18, 2003, marked:

Settled, Discontinued and Ended with prejudice

Record costs in the sum of \$140.36 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of November A.D. 2003.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

No. 03 - 1091 - CD

MILL CREEK BANK, INC.,
Plaintiff

vs.

LORI M. STOJEK,
Defendant

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT

FILED No
012:2384 CC
SEP 23 2003

William A. Shaw
Prothonotary/Clerk of Courts

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MILL CREEK BANK, INC.,
Plaintiff

Vs.

LORI M. STOJEK,
Defendant

CIVIL DIVISION

No. 03 - 1091 - CD

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT

Filed on Behalf of:

Defendant, LORI M. STOJEK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

SEP 23 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MILL CREEK BANK, INC., :
Plaintiff : No. 03 - 1091 - CD
Vs. :
LORI M. STOJEK, :
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Defendant, Lori M. Stojek, by her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about July 25, 2003, alleging that Defendant applied for a credit and financing with Plaintiff.

2. Plaintiff alleged in their Complaint that Defendant is in default of the terms of the agreement, having not made payment to Plaintiff.

3. Plaintiff alleges that Defendant has incurred a debt in the amount of \$1,067.08, plus interest accruing after April 29, 2003, at the contract rate of 21.99%, pursuant to an alleged agreement.

4. This action would appear to be an allegation of an alleged breach of contract by Defendant.

5. Plaintiff has failed to attached a copy of a statement of this account showing payments made, interest charged and any additional charges by Defendant against Plaintiff which is required pursuant to Pennsylvania Rule of Civil Procedure 1019(h).

6. Plaintiff has failed to attach copies of any statements or alleged statements that were sent to Defendant which would set out how the sum of \$1,067.08 was calculated.

7. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce a statement of the account from the beginning to the present date showing the calculation of charges and how they arrived at the balance of \$1,067.08 as required by Pennsylvania Rule of Civil Procedure 1019(h.)

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028, on the ground of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant