

03-1203-CD
MTL CREEK BANK, INC. vs. BARRY QUTNN

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

MILL CREEK BANK, INC.,

Plaintiff,

vs.

BARRY QUINN,

Defendant.

AR _____

COMPLAINT 03-1203-CD

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

AUG 14 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,)	
)	AR _____
vs.)	
)	CODE: _____
BARRY QUINN,)	
)	
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: _____
)	
BARRY QUINN,)	
)	
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 BARRY QUINN is an individual who, upon information and belief, resides at 587 Old Turnpike Road, Allport, Pennsylvania 16821.

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 June 13, 2003, Defendant's account with Plaintiff was 148 days past due. The total balance due on the account as of June 13, 2003 is \$1,349.10. The agreed upon interest rate for account is 23.99%.

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

- A. For a judgment against the Defendant in the amount of \$1,349 10, plus interest accruing after June 13, 2003 at the contract rate of 23.99%, and
- B. For other and further appropriate relief including costs, disbursements, and reasonable attorneys fees.

**BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION**

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

Dated: August 11, 2003

Attorneys for Plaintiff Mill Creek Bank, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MILL CREEK BANK, INC.
Plaintiff,

vs.

BARRY QUINN,
Defendant.

Index No. _____

STATE OF ARIZONA)
COUNTY OF maricopa) ss.:

AFFIDAVIT OF LOST ORIGINAL DOCUMENT

Julie Stebbins, being duly sworn, deposes and says:

1. I am a legal specialist and authorized representative of the Plaintiff, Mill Creek Bank, Inc., ("Mill Creek") and, as such, I am authorized to make this affidavit herein set forth on behalf of Mill Creek.
2. Mill Creek was formerly known as Consecro Bank, Inc., which was formerly known as Green Tree Retail Services Bank, Inc. By Assignment and Assumption Agreement dated as of June 26, 2001, Mill Creek 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 entities.
3. After diligent search and inquiry, Mill Creek has determined that the Application has been lost, misplaced or destroyed and, as a result, cannot be located.
4. The Defendant's last known address is 587 Old Turnpike Road, Allport, PA 16821. The Defendant's account number is 0006097500600114227 and the Defendant opened said account on April 11, 1995.

MILL CREEK BANK, INC.

By: Julie Stebbins
Print Name: Julie Stebbins
Print Title: legal specialist

Sworn to before me this 26th
day of June, 2003.

Therese Callias
Notary Public

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT *Gardenway*

Annual Percentage Rate (APR) for Purchases	Variable Rate Information	Grace Period for Reimbursement of the Balances for Purchases	Minimum Finance Charge	Method of Computing the Balance for Purchases	Transaction Fee for Access Checks, Cash Advances, or ATM Transactions; Late and Over Limit Fees
<p>The following Annual Percentage Rates apply as of December 31, 1997:</p> <p>Garden Way Direct Purchases Consolidated Current - 19.99%</p> <p>Retail Seller Purchases Consolidated Current - 19.8% \$0 - \$4,999.99 - 19.8% \$5,000 or more - 13.65%</p> <p>Classified Delinquent - 21.99%</p>	<p>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:</p> <p>Garden Way Direct Purchases Retail Seller Purchases Consolidated Current - 11.49% \$0 - \$4,999.99 - 11.3% \$5,000 or more - 5.15% Classified Delinquent - 13.49%</p> <p>The APR is adjusted on the first day of the billing cycle following the rate change.</p>	<p>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.</p>	<p>\$5.50 (on purchases in any billing cycle that a Finance Charge is due)</p>	<p>Average Daily Balance (including new purchases)</p>	<p>Access Check, Cash Advance, or ATM Transaction - \$3.00 or 3% of transaction amount, whichever is greater. Late Fee and Over Limit Fee - \$20</p>

1. **GENERAL:** This Agreement governs the use of your Garden Way Incorporated TROY-BILT Easy Pay ("Garden Way") revolving credit account ("Account"). Each person signing the application ("Application") for an Account applies for an Account with Green Tree Capital 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 Capital Bank, Inc., 5353 South 960 East, Suite 140, Salt Lake City, Utah 84117, or our assigns. 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. You promise to pay all amounts owed to us under the terms of this Agreement, and the terms we mail to you. If you permit another person to use your Account, you promise to pay amounts owed to us because of purchases or cash advances made by that person. You must pay for purchases and cash advances 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 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, cash advances, 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 cash advances that accrue Finance Charges and require Minimum Monthly Payments as described in Sections 4 and 5 of this Agreement, the following Special Payment Plan may be offered from time to time only as specified on the Easy Pay sales slips or order forms: Six Month Introductory Rate - a reduced Daily Periodic Rate of Finance Charge ("Introductory Daily Periodic Rate of Finance Charge") will be applied to the balance attributable to the purchase for six months from the date of the sale, after which time, the rate will be converted to the applicable Program rate noted in Section 6 of this Agreement. The Introductory Daily Periodic Rate and ANNUAL PERCENTAGE RATE of FINANCE CHARGE are .02712% and 9.9%, respectively.

4. **YOUR PAYMENTS:** Each cycle you agree to pay us at least the Minimum Monthly Payment reflected on your Periodic Statement. The Minimum Monthly Payment is the greater of \$15 or 3.0% of the New Balance plus any credit insurance premiums and amounts due from the previous cycle less any Delayed Payment, Delayed Payment/Waived Finance Charge, and Same As Cash/Delayed Payment Purchase Balances, as shown on your Periodic Statement, rounded to the next higher dollar for purchases subject to Garden Way pricing. The Minimum Monthly Payment is the greater of \$15 or 2.86% or 2.5% of the New Balance plus any credit insurance premiums and amounts due from the previous cycle less any Delayed Payment, Delayed Payment/Waived Finance Charge, and Same As Cash/Delayed Payment Purchase Balances, as shown on your Periodic Statement, rounded to the next higher dollar when this sum is \$2,975 or less or \$2,975.01 or more, respectively for Account balances subject to Retail Seller Pricing I or II. 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 cash advance, and will be recalculated at the end of each cycle.

5. **FINANCE CHARGES:** We may impose a Finance Charge on your Account each cycle. The Finance Charge on your Account for a cycle is equal to the "Regular Purchase and cash advance Average Daily Balances" of your Account (including new Regular Purchases and cash advances) multiplied by the applicable Daily Periodic Rate(s) of FINANCE CHARGE then in effect. The Regular Purchase and cash advance Average Daily Balance is the sum of all daily balances in the cycle divided by the number of days in that cycle. To get the daily balance, we take the beginning balance of Regular Purchases and cash advances in your Account each day, including any unpaid Finance Charges attributable to Regular Purchases and cash advances and any unpaid Late Fees, Returned Check Fees, Unpaid Over Limit Fees, Transaction Fees, attorneys' fees and other collection costs, and unpaid credit insurance charges (collectively, "Fees"), which Fees are treated as cash advances for these purposes, plus any new Regular Purchases and cash advances, and subtract any payments or credits applied to Regular Purchases and cash advances during the billing cycle. If your Account balance includes original purchases, subject to Retail Seller Pricing II, that exceed \$4,999.99, we will calculate a separate Average Daily Balance for such amounts and apply the applicable periodic rate to each Average Daily Balance to arrive at the total Finance Charge for the billing cycle. A minimum FINANCE CHARGE of \$5.50 will be assessed for each cycle in which a FINANCE CHARGE is payable but would be less than \$5.50 by application of the Daily Periodic Rate(s). Finance Charges for all purchases or cash advances begin to accrue on the date of the purchase or the cash advance. However, if you pay the New Balance in full within 25 days after the Statement Closing Date for that cycle, there will be no Finance Charge attributable to that New Balance.

6. **VARIABLE RATE FINANCE CHARGE:** If your initial purchase is made directly from Garden Way, then the ANNUAL PERCENTAGE RATE of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance, considered current, is the sum of 11.49 percentage points (the "spread") plus the highest Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (the "Prime Rate") on the last business day of the month when the purchase or cash advance occurred (defined as "Garden Way Pricing"). If your initial purchase is made directly from a retail seller then the following rules apply: (i) for all Regular Purchases and cash advances, and all credit life

insurance, considered current, from \$0 up to and including \$4,999.99, the ANNUAL PERCENTAGE RATE of FINANCE CHARGE for a cycle is the sum of 11.3 percentage points (the "spread") plus the highest Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (the "Prime Rate") on the last business day of the month when the purchase or cash advance occurred (defined as "Retail Seller Pricing I"); (ii) for any Regular Purchase and cash advance, and all credit life insurance, considered current, from \$5,000 or more, the ANNUAL PERCENTAGE RATE of FINANCE CHARGE for a cycle is the sum of 5.15 percentage points (the "spread") plus the highest Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (the "Prime Rate") on the last business day of the month when the purchase or cash advance occurred (defined as "Retail Seller Pricing II"). The ANNUAL PERCENTAGE RATE of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance, classified as delinquent, is the sum of 13.49 percentage points (the "spread") plus the highest Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (the "Prime Rate") on the last business day of the month. The Daily Periodic Rate of FINANCE CHARGE for a cycle is the corresponding ANNUAL PERCENTAGE RATE divided by the number of days in the year. 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 Section 13 of this Agreement.

The initial Daily Periodic Rate of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance made subject to Garden Way Pricing, is the corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE divided by the number of days in the year. The corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE shall be 19.99%. The Daily Periodic Rate shall be .05476%.

The initial Daily Periodic Rate of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance made subject to Retail Seller Pricing I, from \$0 up to and including \$4,999.99, is the corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE divided by the number of days in the year. The corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE shall be 19.8%. The Daily Periodic Rate shall be .05424%.

The initial Daily Periodic Rate of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance made subject to Retail Seller Pricing II, from \$5,000 or more, is the corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE divided by the number of days in the year. The corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE shall be 13.65%. The Daily Periodic Rate shall be .03739%.

The initial Daily Periodic Rate of FINANCE CHARGE for a cycle for all Regular Purchases and cash advances, and all credit life insurance, classified as delinquent, is the corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE divided by the number of days in the year. The corresponding ANNUAL PERCENTAGE RATE of FINANCE CHARGE shall be 21.99%. The Daily Periodic Rate shall be .06024%.

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

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. A change in the Daily Periodic Rate (and corresponding Annual Percentage Rate) will take effect on the first day of the billing cycle following the Prime Rate change. The changed Daily Periodic Rate (and corresponding Annual Percentage Rate) will apply to new purchases and cash advances 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.

7. **RECLASSIFICATION OF PURCHASES:** If you fail to pay at least the Minimum Monthly Payment as shown on the statement by the due date shown on such statement, then your Account will be considered delinquent and any balances, purchases and cash advances, and all credit life insurance balances, then existing on your Account, may be reclassified as discussed in the section labeled "Variable Rate Finance Charge", commencing with the first statement sent to you thereafter. If your balance is reclassified, you will be required to pay off the entire Account balance at the delinquent rate, until such time as your Account is considered current. Minimum Monthly Payment requirements and Finance Charge calculations will not change if your balance is reclassified.

8. **LATE FEE:** If we do not receive an amount at least equal to your Minimum Monthly Payment within ten (10) days after the Payment Due Date shown on your Periodic Statement, we may charge you a Late Fee of \$20.

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. We will not charge more than one Over Limit Fee in any such cycle.

10. **TRANSACTION FEE:** You agree to pay us a transaction fee which is the greater of 3% of the amount of a cash advance, ATM transaction, or Access Check, or \$3.00, each time you use your Account to receive a cash advance, receive cash from an ATM, or use an Access Check. A surcharge may be assessed by the ATM owner, which charge will be added to your Account.

11. **SECURITY INTEREST:** We will have a purchase money security interest in all merchandise purchased on your Account until such merchandise is paid in full. If we do not receive an amount equal to your Minimum Monthly Payment by the Payment Due Date, we may repossess only the merchandise that has not been paid in full, to the extent

12. **ATTORNEYS' FEES AND COLLECTION COSTS:** You agree to pay us any attorneys' fees and collection costs we incur in connection with your Account, as allowed by law.

13. **CHANGE OF TERMS (INCLUDING FINANCE CHARGE RATE):** We may, at any time and subject to applicable law, change any terms and conditions of this Agreement relating to your Account, including adding new terms, by mailing written notice to you when and in the manner required by applicable law. Subject to the limitations of applicable law, we may apply such change to the outstanding balance of your Account on the effective date of the change and to the new balances after that date.

14. **CREDIT INSURANCE CHARGES:** If you elect any credit insurance coverage in connection with opening the Account or at a later time, the insurance premium for this insurance will be charged to your Account as a cash advance once each cycle. You understand the amount of the credit insurance premium will vary depending on the state in which you live and is based on the Average Daily Balances of your Account. The terms of the credit insurance coverage have been or will be provided to you and are incorporated into and made a part of this Agreement.

15. **DEFAULT:** Subject to the limitations of applicable law, you will be in default under this Agreement upon (a) your failure to make at least the Minimum Monthly Payment when due; (b) your violation of any other provision of this Agreement; or (c) your supplying us with misleading, false, incomplete, or incorrect information. After default all of your Account balances, including all Special Payment Plan Balances, will accrue Finance Charges at the Daily Periodic Rate in effect under this Agreement at the time of default. After default all of your Account balances, including all Special Payment Plan Balances, will accrue Finance Charges at the Daily Periodic Rate in effect under this Agreement which applies to Regular Purchases and cash advances which are classified as delinquent, at the time of default.

16. **LIABILITY FOR UNAUTHORIZED USE:** You agree to notify us immediately upon learning of the loss, theft, or possible unauthorized use of your Account. If the account is used by an unauthorized person, you may be liable for up to \$50. You will not be liable for unauthorized use that occurs after you notify us at (888) 222-2107 or P.O. Box 6150, Rapid City, South Dakota 57709, of the loss, theft, or possible unauthorized use of your Card. You agree to also notify us in writing of the loss, theft, or possible unauthorized use. However, unauthorized use does not include use by a person whom you have given authority to use the Account or Card, and you will be liable for all use by such a user. To terminate this authority, you must notify us at (888) 222-2107.

17. **CANCELLATION:** We can terminate or reduce your Credit Limit at any time and for any reason and we have the right not to renew your Card or Account for any reason, subject to the limitations of applicable law. Balances outstanding under this Agreement when your Credit Limit is reduced or terminated will continue to accrue Finance Charges until paid in full. You agree to return your Card(s) and Access Checks to us at any time that we request.

18. **GOVERNING LAW:** This Agreement and your Account are governed by the laws of the United States and the laws of the State of Utah, whether or not you live in Utah and whether or not you use your Card(s) or Access Checks in Utah. This Agreement is entered into between you and us in Utah and we extend credit to you under the Agreement from Utah.

19. **CHOICE OF VENUE:** You agree that if you have a dispute with us regarding this Agreement, the proper venue for resolving the dispute is the United States District Court for the District of Utah. You hereby submit to the jurisdiction of the State of Utah. See your Billing Rights below.

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

21. **INSURANCE, QUALIFICATIONS AND ELIGIBILITY BY STATE:**

LIFE BENEFITS: Suicide is excluded except in CT, MA, MD, ME and MO (Option B: MA, ME and MO). Single life only in CT, MA and ME (Option B: DE, IA, MA, ME and UT). Life coverage converts to Accidental Death at age 65 in AK, DE, HI, IL, IN, KY, LA, MD, MS, ND, NE, OH, UT and VT; age 66 in IA; age 70 in AZ, NV and OK (Option B: at age 65 in IL, IN and MS; age 70 in AZ, NV and OK).

DISABILITY/UNEMPLOYMENT BENEFITS: If you become disabled or involuntarily unemployed, Chargecard will make your scheduled Minimum Monthly Payments, subject to the master policy limit of \$10,000. Strikes and labor disputes not covered in AR, IL and NY under Option A (No coverage under Option B). Unemployment benefits not available in MN and PA under Option A. Unemployment benefits limited to 6 months in NY. Unemployment benefits are not available under Option B.

GENERAL PROVISIONS: You are eligible for this coverage if you are employed full time (self-employed excluded for unemployment in CT, MA and TX; for disability in MN; for both unemployment and disability in FL), in a non-seasonal occupation (seasonal restriction does not apply for disability in AZ, CA, CT, GA, MA, MD, ME, NJ, OR, PA, RI, TX and VA; for unemployment in NC; and for both coverages in MI, MT, NM, NY and WI). Under Option B, you are eligible for this coverage if you are employed full time (self-employed excluded for disability in AK, AL, CT, DC, DE, FL, HI, IA, LA, MN, ND, NE, OH, RI and UT), in a non-seasonal occupation (seasonal restriction does not apply for disability in AZ, CA, GA, IA, MA, ME, MI, MT, NJ, NM, NY, OR, PA, TX, VA and WI). Unemployment and Disability benefits begin after 30 consecutive days of unemployment or disability and are retroactive to the first day of loss. Benefits are based on the outstanding balances as of the date of loss and will continue until your balance is paid off, you return to work, or you reach the maximum limits of the master policy (\$10,000), whichever occurs first. In PA, the maximum benefit is applicable to Life and Disability coverage only. Only Life benefits are available to co-cardholder/spouse (only spouse or business partner in GA, NM and TX). Benefits are not payable on purchases made during the claim period. In PA, Disability benefits are not payable for pre-existing conditions that occurred within 5 months prior to the effective date. Exclusions vary by state, please read your certificate for details.

PROPERTY BENEFITS: If merchandise purchased on your Account is damaged or destroyed by fire, flood, burglary by forcible entry (theft in MA) or from other perils mentioned in your certificate, Chargecard will pay the cost of repairing or replacing your merchandise, up to the lesser of \$10,000 or the highest balance on your Account, in TX, the original sales price of the property. Coverage extends for up to 36 months following the date of purchase (except NY and TX). (Not available in AK, CO, ID, IN, MN, OK, and WY). Exclusions vary by state, please read your certificate for details.

Maximum enrollment age for Option A is 64 in all states except age 65 in CO, CT, IA, ID, MA, ME, MN, NY, OR and TX; age 69 in AZ, NC, NH, OK, SC and VA; age 70 in FL, GA, MI, and MO. All coverages end at age 65 in AR, CA, DC, KS, MT, NJ, PA, RI, TN,

WA, WI, WV and WY; age 66 in CO, CT, ID, MA, ME, MN, NM, NY, OR and TX; age 70 in VA; and age 71 in FL and GA.

Maximum enrollment age for Option B is 65 in all states except age 64 in AR, CA, IL, IN, KS, MS, MT, NJ, PA, TN, WA, WI, WV and WY; age 69 in AZ, NC, NH, OK, SC, TX and VA; age 70 in FL, GA, MI, and MO. All coverages end at age 65 in AR, CA, KS, MT, NJ, PA, TN, WA, WI, WV and WY; age 66 in AK, AL, CO, CT, DC, DE, HI, IA, ID, LA, MA, ME, MN, ND, NE, NM, NY, OH, OR, NJ, NM, RI and UT; age 70 in VA; and age 71 in FL and GA. The monthly premium for Option A (Life, Disability, Unemployment and Property) coverage is 89¢ in all states except: 92.7¢ in MI; 90.9¢ in MA; 88.9¢ in TX; 88.1¢ in SC; 88¢ in WI; 87.8¢ in IA; 87.7¢ in NC; 86.5¢ in HI; 85.7¢ in VT; 84.8¢ in ME; 84.5¢ in VA; 83.5¢ in AL; 80.7¢ in NJ; 80.5¢ in CT; 78.5¢ in MO; 75.9¢ in NH; 75¢ in LA; 60.1¢ in NY; 60¢ in AK, CO, ID, IN, OK and WY; 38.7¢ in PA; 29.3¢ in MN per \$100 of your outstanding balance, which will be charged to your Easy Pay Account.

The monthly premium for Option B (Life, Disability and Property only) coverage is 50.1¢ in all states except: 68.9¢ in TX; 65¢ in DE; 63.2¢ in RI; 62.4¢ in AL; 61.6¢ in DC; 61¢ in OH; 60.4¢ in FL; 60.3¢ in UT; 59.53¢ in CT; 58.9¢ in IA and ND; 58.3¢ in ME; 58.1¢ in LA; 57.9¢ in MA; 57¢ in CA; 56.1¢ in SC; 52.2¢ in HI; 52¢ in NC; 51.4¢ in MI; 50.9¢ in NH; 50.5¢ in MO; 50¢ in AR, MT, WA, WV and WI; 49.8¢ in ME; 49.6¢ in NY; 45.6¢ in VA; 44.4¢ in NJ; 38.7¢ in PA; 29.3¢ in MN; 24.4¢ in AK; 21.1¢ in CO, ID, OK and WY; and 21¢ in IN per \$100 of your outstanding balance, which will be charged to your EasyPay Account.

Option B is not available in KY, MD, SD, and VT.

Coverage is underwritten by American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157-6596. Texas Certificate Number is AC3181CB-0592 (3.53 RA), AD9139CQ-0791 & B2754E0-1089 (Option B: AC3181CB-0592). Texas property benefits provided by Financial Insurance Exchange on form AB2426MI-0392. In New York, Life and Disability coverage provided by Bankers American Life Assurance Company, One Blue Hill Plaza, P.O. Box 1565, Suite 1435, Pearl River, NY 10965. Certificate provisions vary by state. Coverages are only available as a package. Read your certificate carefully for full details of coverage and exclusions. If you cancel within 30 days of receiving your certificate, we will refund your premium.

The information about the **FINANCE CHARGE, ANNUAL PERCENTAGE RATE, Fees and Security Interest** described in this Application and Agreement is accurate as of December 31, 1997. 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.



Richard L. Urrutia
President
Green Tree Capital Bank, Inc.
5353 South 960 East, Suite 140
Salt Lake City, Utah 84117-7269

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.

VERIFICATION

I, Rozelle White, 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: July 28, 2003

Rozelle White

FILED Atty Palms pd.

M 11:45 AM 85.00

AUG 14 2003

2 cc Atty

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

MILL CREEK BANK, INC.

VS.

QUINN, BARRY

COMPLAINT

Sheriff Docket #

14460

03-1203-CD

SHERIFF RETURNS

NOW AUGUST 27, 2003 AT 10:59 AM SERVED THE WITHIN COMPLAINT ON BARRY QUINN, DEFENDANT AT RESIDENCE, 3423 OLD TURNPIKE ROAD, ALLPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDY KOST, ADULT AT RESIDENCE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING.

Return Costs

Cost	Description
29.52	SHERIFF HAWKINS PAID BY: ATTY CK# 13551
10.00	SURCHARGE PAID BY: ATTY CK# 13552

Sworn to Before Me This

21st Day Of Sept. 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
by Mauley Hamer

Chester A. Hawkins
Sheriff

FILED

SEP 26 2003
SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MILL CREEK BANK, INC.,

AR 03-1203-CD

Plaintiff,

v.

BARRY QUINN,

Defendant.

**PRAECIPE FOR DEFAULT
JUDGMENT**

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.,)	
)	
Plaintiff,)	AR 03-1203-CD
)	
v.)	
)	
BARRY QUINN,)	
)	
Defendant.)	

PRAECIPE FOR DEFAULT JUDGMENT

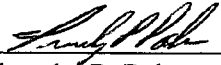
To the Prothonotary:

Kindly enter judgment by default in favor of the Plaintiff and against the Defendant in the amount of \$1,464.31 plus interest and costs and fees as allowed by law for failure to plead within the required time to Plaintiff's Complaint.

I hereby certify that written notice of intention to file this Praecipe, a true and correct copy of which is attached hereto as Exhibit "A," was mailed to the Defendant at least ten (10) days prior to the date of this Praecipe.

A true and correct copy of an Affidavit of Non-Military Service is attached hereto as Exhibit "B."

Dated: November 12, 2003



Timothy P. Palmer, Esquire
P.A. I.D. No. 86165
BUCHANAN INGERSOLL
PROFESSIONAL CORPORATION
Firm I.D. No. 0038
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
(412) 562-8800
ATTORNEYS FOR PLAINTIFF



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

MILL CREEK BANK, INC.,

Plaintiff,

AR-03-1203-CD

vs.

**TEN DAY NOTICE OF INTENTION
TO ENTER DEFAULT JUDGMENT**

BARRY QUINN,

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

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

MILL CREEK BANK, INC.,)	
)	
Plaintiff,)	
)	AR-03-1203-CD
vs.)	
)	
BARRY QUINN,)	
)	
Defendant.)	

TEN DAY NOTICE

TO: BARRY QUINN
587 Old Turnpike Road
Allport, PA 16821

DATE OF NOTICE: October 16, 2003

IMPORTANT NOTICE

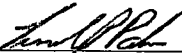
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS 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:

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

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.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Allegheny

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, personally appeared Timothy P. Palmer, Esquire, who being duly sworn according to law, deposes and says that he is counsel for the Plaintiff herein, and that the within Defendant, Barry Quinn, is not and was not in the military or naval service of the United States of America at the time of the filing of the within captioned case or the filing of this Affidavit. Attached hereto is a Military Status Report of the Department of Defense Manpower Data Center confirming the status of defendant's military service.

Lucy Platter

SWORN TO AND SUBSCRIBED

BEFORE ME this 12th day
of November, 2003.

Richard E. Gann
Notary Public

DMDG[Help](#)[Log Off](#)**SSCRA Soldiers' and Sailors' Civil Relief Act**

The data presented to you on this Web site may be subject to the Privacy Act of 1974.

SSN	<input type="text" value="175422153"/>		
Last	<input type="text" value="Quinn"/>		
First*	<input type="text" value="Barry"/>	<input checked="" type="checkbox"/> Starts with	
Middle	<input type="text"/>	<input checked="" type="checkbox"/> Starts with	
Birth Yr *	<input type="text"/>	Month <input type="text"/>	All Sexes <input type="text"/>
<input type="button" value="LookUp"/>		<input type="button" value="Erase"/>	

Upon clicking the "Look-Up" button, the Department will either:

1. advise you that, based upon the information you have furnished, the Department does not possess any information regarding whether the individual is on active duty or
2. advise you that the Department possesses information but that you will be asked to invoke the provisions of the Freedom of Information Act in order to obtain the information available.

In order to verify the active duty status of an individual, you must furnish his or her social security number. If you do not possess the SSN, you may still submit an inquiry under the FOIA, but the Department will only be able to confirm that information may exist on one or more individuals by that name.

New DoD Certificate starting April 23,2001[Click here for more information](#)

Department of Defense Manpower Data Center

NOV-05-2003 19:27:34



Military Status Report

Pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940

◀Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
QUINN	BARRY				
Currently not on Active Military Duty, based on the Social Security Number and last name provided.					

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

Kenneth C. Scheflen, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

If you have information that makes you feel that the DMDC response is not correct, please send an e-mail to sscra.helpdesk@osd.pentagon.mil. For personal privacy reasons, SSNs are not available on this printed results page. Requesters submitting a SSN only receive verification that the SSN they submitted is a match or non-match.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within **Praecipe for Default Judgment** was served via First-Class U.S. Mail, postage prepaid, on the 14th day of November, 2003, upon the following:

Barry Quinn
587 Old Turnpike Road
Allport, PA 16821

Timothy P. Palmer / TP
Timothy P. Palmer, Esq.

FILED

11:58 AM
11/18/03
Prothonotary
NOV 18 2003

Reg

William A. Shaw
Prothonotary

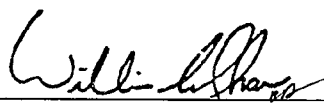
IN THE COURT OF COMMON PLEAS OF [COUNTY] COUNTY, PENNSYLVANIA
CIVIL DIVISION

MILL CREEK BANK, INC.,)	
)	
Plaintiff,)	AR 03-1203-CD
)	
v.)	
)	
BARRY QUINN,)	
)	
Defendant.)	

NOTICE OF DEFAULT JUDGMENT

TO: Barry Quinn
587 Old Turnpike Road
Allport, PA 16821

Please take notice that on November 18, 2003, a judgment by default was entered in favor of the Plaintiff and against the Defendant above named in the amount of \$1,464.31 plus interest and costs and fees as allowed by law for failure to plead within the required time to Plaintiff's Complaint.



Prothonotary

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

Mill Creek Bank, Inc.
Plaintiff(s)

No.: 2003-01203-CD

Real Debt: \$1,464.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Barry Quinn
Defendant(s)

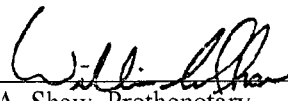
Entry: \$20.00

Instrument: Judgment

Date of Entry: November 18, 2003

Expires: November 18, 2008

Certified from the record this 18th day of November, 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