

03-1874-CB
COMMONWEALTH FINANCIAL SYSTEMS, INC. et al. vs. BRADLEY C.
BELGIN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee of
PROVIDIAN NATIONAL BANK

NO. 03-1874-CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

BRADLEY C. BELGIN

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

APPLE AND APPLE, P.C.
Firm No. 719

4650 Baum Boulevard
Pittsburgh, PA 15213-1237

Telephone (412) 682-1466
Fax (412) 682-3138

DEC 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

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SYSTEMS, INC., assignee of
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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, 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.**

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation whose address is 120 Keyser Avenue, Scranton, PA 18504, and, as the assignee of Unifund CCR Partners, assignee of Providian National Bank, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".

2. On June 18, 2003 Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A."

3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.

4. Defendant is an individual whose address is 163 Railroad Street, Coalport, Clearfield County, Pennsylvania 16627.

5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

6. Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using the credit card for purchases and/or cash advances.

7. Defendant made purchases and/or received cash advances using said credit card.

8. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

9. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

10. Plaintiff avers that the balance due amounts to \$3,611.52, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

11. Plaintiff avers that interest has accrued at the rate of 19.99% per annum on the balance due from June 25, 2003.

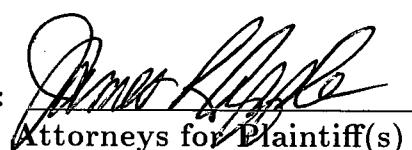
12. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will be 25% of the balance due.

13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$3,611.52 with appropriate additional interest from June 25, 2003, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By:



Attorneys for Plaintiff(s)



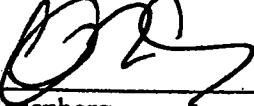
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of June 18, 2003 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 18 JUNE 2003

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By 
David Rosenberg
President

For Unifund Use ONLY

11

| Client # | PID | CID # |
|----------|-----|-------|
| | | |
| | | |
| | | |

EXHIBIT A

PROVIDIAN NATIONAL BANK VISA® AND MASTERCARD® ACCOUNT AGREEMENT

Please review this document and keep it with your other important papers. This Account Agreement contains the terms that govern your Providian National Bank VISA or MasterCard Account (the "Account"). The Account allows you to make purchases by using your VISA or MasterCard credit card (the "Card"); wherever it is honored and to get cash advances from us or any other participating financial institution and from Automated Teller Machines. Convenience checks may also be provided to you as an additional way to use the Account. In this Agreement, "you" and "your" mean each person for whom we have opened a credit card Account. "We," "our," "ours," and "us" mean Providian National Bank, or its assignees, as listed on your billing statement. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account shall constitute acceptance of the terms of this Agreement. You and we agree as follows:

Payments. You will receive a monthly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. The back of your monthly statement includes the rules we follow when we post payments to your Account. Convenience checks and other checks we may issue to you may not be used to make payments on your Account or to make payments on any other account you have with us or our affiliates. The payment due will be: 3% of the new balance shown on your statement plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

Finance Charges. Finance charges begin to accrue on a debit when it is included in one of your daily balances and continue to accrue until that balance is reduced by a payment or credit. Your Account has two daily balances: the Purchase Balance, which consists of purchases you make with your Card and fees, other than cash advance transaction fees, charged to your Account, including fees for optional services; and the Cash Advance Balance, which consists of all cash advances and cash advance transaction fees. Any payment amount we receive that exceeds the finance charges and fees then due will ordinarily be applied first to the Balance with the lower ANNUAL PERCENTAGE RATE (APR), until that Balance is zero, and then to the remaining Balance. We reserve the right to apply payments differently without further notice. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Purchases are included in your Purchase Balance as of the date made. Fees are included in your Purchase Balance as of the transaction date. Cash advances are included in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Teller Machines as of the date made; funds electronically transmitted, as of the date transmitted; cash advance checks made payable to you that are identified as cashier's checks, which we may mail to you at your request, as of seven days after the date we print on the check; all other checks, including any convenience checks, as of the date presented to us. Cash advance transaction fees are included in the Cash Advance Balance as of the transaction date. Other debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle. There is no period within which credit extended may be repaid without incurring a finance charge.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable Balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for purchases is then added to and included in that day's Purchase Balance, and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges on your Balances for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction.

The term "Prime Rate" as used in this Agreement means the prime rate published in *The Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the APR will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

The ANNUAL PERCENTAGE RATE for purchases will vary and may be adjusted each billing cycle up to 10.99% above Prime Rate. Using this formula, the APR for purchases in the April 2000 billing cycle is 19.99%, corresponding to a daily periodic rate of 0.0548%, and your APR for purchases will not go below 19.99%.

The ANNUAL PERCENTAGE RATE for cash advances will vary and may be adjusted each billing cycle up to 12.99% above Prime Rate. Using this formula, the APR for cash advances in the April 2000 billing cycle is 21.99%, corresponding to a daily periodic rate of 0.0602%, and your APR for cash advances will not go below 21.99%.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of finance charges on your balances for the billing cycle. If a cash advance transaction fee, credit line increase fee, or Express Card processing fee is charged (see Fees section), those amounts are also FINANCE CHARGES.

Fees. A membership fee of \$7.95 will be charged to your Account each month. If you request and we issue an additional Card on your Account for an authorized user, a fee of \$20 for each additional Card will be charged to your Account. This fee will be charged to your Account when the additional Card is issued and every 12 months thereafter for as long as each additional Card is outstanding. If you request and use our Express Card Service, a one-time fee of \$19.95, which is a FINANCE CHARGE, will be charged to your Account. In some cases, express processing may not be available. We may charge your Account \$29 for: each Card you ask us to replace; each returned payment; each check you write on your Account that we return unpaid; each stop payment order or renewal of, such an order; each billing cycle within which your Account is delinquent (late charge); and each billing cycle within which your balance exceeds your credit line even if your Account is closed. If you request copies of billing statements that were first sent to you more than two months earlier, we may charge a handling fee of \$2 for each such copy. A cash advance fee of 3% (minimum \$5), which is a FINANCE CHARGE, may be charged for each cash advance transaction made on your Account. For some credit line increases, you may be charged a fee, which is a FINANCE CHARGE, the amount of which will be disclosed to you before you accept the line increase offer. If you request that we make a one-time automatic payment from your personal checking account, we may charge your Account a fee of \$4.95 for each request. This fee is a FINANCE CHARGE, and it will apply whether or not funds are available in your personal checking account to make the payment.

Default. You will be in default if any information you provided us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default, we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and use any remedy we may have. In the event of your default, the outstanding balance on your Account will continue to accrue interest at the APR(s) disclosed in the Finance Charges section of this Agreement, even if we have filed suit to collect the amount you owe.

Credit Line. Your credit line and cash advance line are disclosed when you open your Account and on your statement each month. Your cash advance line is limited to a portion of your credit line. We may increase or decrease your credit line and/or your cash advance line based on information we obtained from you or your credit records. Your available credit for purchases is normally the difference between your credit line and your Account balance (including transactions made or authorized but not yet posted). Your available credit for a cash advance is normally the difference between your cash advance line and your Cash Advance Balance or the difference between your credit line and your Account balance, whichever is less. If you send us a large payment, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit or your available credit for cash advances. Your credit line may be reduced if you attempt to go over your cash advance credit line.

Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and all collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you win the suit, we will pay your reasonable attorney's fees and court costs.)

Changes. After we provide you any notice required by law, we may change any part of this Agreement and add or remove any terms, conditions, or requirements. If a change is made to the Finance Charges section of this Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that include items posted to your Account before the date of the change, and will apply whether or not you continue to use the Account.

Foreign Exchange/Currency Conversion. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction is processed, increased by 3%. If a credit is subsequently given for a transaction, it will be decreased by the same percentage. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

The Card; Cancellation. You may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days notice to you, or without notice if permitted by law. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you terminate your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we may have issued to you.

EXHIBIT B

Personal Information; Documents. You will provide us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment, or income. Upon our request, you will provide us additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about your Account to others. We may also share information with our business affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you do not fulfill your obligations under this Agreement, a negative credit report that may reflect on your credit may be submitted to credit reporting agencies.

Customer Service; Unauthorized Use, Loss, or Theft of Checks or the Card. Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification Number (PIN), which provides access to Automated Teller Machines, and any checks issued to you from theft, and for keeping your PIN separate from your Card, if you discover or suspect that the Card, PIN, or any unused checks are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-211-5815. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks that may be in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you choose to use.

Stop Payment Orders. If you wish to stop payment on a check, you may send us a stop payment order by writing to us at our address for Customer Service listed on your statement. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and specific information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order six months after receipt unless it is renewed in writing.

Standard of Care. Because this Account involves a credit card and may involve check transactions that are processed through separate national systems before the transactions are consolidated by us, and because not every check and Card slip will be sent to us, transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card or any checks have been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review, and because neither your cancelled checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You should also save your credit card cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we file suit against you.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provisions of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

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 any transaction on your bill, write us, on a separate sheet, at our address listed in the Billing Rights Summary 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: Your name and Account number — The dollar amount of the suspected error — A description of the error and an explanation, if possible, of 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 line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge 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 the 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 we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And, we must tell 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 the property or services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have 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.

REWARDS PROGRAM — The following Terms and Conditions, along with the Redemption Rules disclosed in the Rewards Brochure ("Brochure"), apply to the Rewards Program ("Program").

Eligibility. Participation in the Program is restricted to individuals who maintain a Providian VISA or MasterCard credit card account ("Account") in good standing. We reserve the right to approve, deny, or revoke membership or not allow redemption of Rewards, as defined below, to any individual for any reason whatsoever.

Earning of Points. During the first 12 months your Account is open, you will earn 2 points ("Points") for each \$1 of Net Purchases. Thereafter, at the end of each monthly billing cycle, you will earn 1 Point for each \$1 of Net Purchases. "Net Purchases" means purchases of goods or services made by you or any authorized user of the Account, minus any returns or refunds, and excluding balance transfers, cash advances, traveler's checks, and access checks. Points do not accrue for interest charges or fees of any kind, such as late payment fees, annual fees, overlimit fees, and unauthorized charges. Changes made to the above list are at our sole discretion. Point accrual will begin upon your Enrollment Date in the Program. No retroactive Points will be awarded. The Enrollment Date means the date we approve you as a Program member. Points may only be earned if your Account is open and is not past due or above the credit line. When your Account is current and is within its credit line, you will begin to earn Points again. There is no limit on the number of Points that can be earned. Points do not have a cash value, cannot be purchased or exchanged for cash, and cannot under any circumstance be redeemed for cash or used as a payment for your Account or other obligations to us.

Statement of Points. Program Points are updated monthly at the time of your Account billing statement. Points earned during the month will be posted at your billing statement date and are not available for redemption until at least two business days after your billing statement date.

Expiration of Points. Points will expire five years after being awarded. Points redeemed and expired will be based on a first-earned, first-spent basis.

Redemption of Points. Points may be redeemed for products or services ("Rewards"), which are set forth in a Brochure mailed to you from time to time. Points may only be redeemed if your Account is open and is not past due or above the credit line. All Rewards are subject to availability. We reserve the right to modify or cancel any Reward at any time. When Points are redeemed for a Reward, the number of Points required for the Reward will be subtracted from your Point balance. You will contact the parties listed in the Brochure for instructions on how to redeem your Points.

Tax Liability and Fees. You will be responsible for any federal, state, or local taxes due arising out of the accrual of Points or redemption of the Rewards. You will also be responsible for any fees or other charges due in connection with the redemption of any Reward.

Changes to the Program. The Program and the benefits are offered at our sole discretion. We reserve the right to alter or change any Program feature or benefit, prospectively or retroactively, including, without limitation, Point accrual or redemption criteria, and to cancel or temporarily suspend the Program at any time without notice. In the event you commit any fraud or abuse your privileges relating to the accrual of Points or redemption of Rewards, we reserve the right to cancel any accrued Points as well as cancel your Account and participation in the Program. If we cancel the Program, we will normally provide at least 30 days written notice to you at the address provided to us. However, if you violate any provision of these Terms and Conditions, you are in default under your Account, or your Account is closed, we may cancel the Program without providing you 30 days written notice and you will forfeit any unused Points. You may cancel your participation at any time. The Program is void where prohibited by federal, state, or local law.

Rewards. Maritz Inc. and BRI provide administrative services for redemption of the Rewards. Maritz Inc. and BRI are independent contractors and are not affiliated with us. Neither we, Maritz Inc., nor BRI shall be liable for bodily harm and/or property damage that may result from participation in the Program, nor for the redemption of Rewards and use of Rewards. In

AM Collection Pro

Debtor ID: 1006816 Type: Consumer SSN: DOB: DL: ST:

Name: BRADLEY C BELGIN 210-68-5819

Account Details Window

| ID: 1006816 | Debt Type: CCD | Service Date: 08/09/1999 | | | |
|----------------------------------------------------|----------------------------|-------------------------------|-------------|---------|------------|
| Status: 311-Atty handling for CFSI | Call Plan: 007 | Last Charge Date: | | | |
| Date: 09/29/2003 | Fee Plan: AAA | First Delinquency: 07/16/2001 | | | |
| CI ID: 4948 | Cont Plan: UNI | Charge Off Date: | | | |
| Orig CI: Providian National Bank | Sales Rep: 001 | List Date: 06/24/2003 | | | |
| Clt Ref No: PVD0211 | Int Rate: 19.99 | Int Calc Date: 06/24/2003 | | | |
| Bureau Report: <input checked="" type="checkbox"/> | Last Report: 10/13/2003 | Last Pmt: | | | |
| Debt Desc: CLEARFIELD | Comments: 5542850300430909 | | | | |
| | Original | Accrued | Adjustments | Paid | Balance |
| Principal | \$2,515.08 | | \$0.00 | \$0.00 | \$2,515.08 |
| Interest | \$943.54 | \$152.90 | \$0.00 | \$0.00 | \$1,096.44 |
| Court Cost | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Check Fee | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Attorney Fee | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Service Fee | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Misc. Fees | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | Balance | \$3,611.52 |

EXHIBIT C

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

11-28-03
Date:

Patricia A. Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100466

CFSI File No. 1006816

Bradley C. Belgrave

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC

Sheriff Docket # 14964

VS.

BELGIN, BRADLEY C.

COMPLAINT

03-1874-CD

SHERIFF RETURNS

NOW JANUARY 2, 2004 AT 1:40 PM SERVED THE WITHIN COMPLAINT ON BRADLEY C. BELGIN, DEFENDANT AT RESIDENCE, 742 RAILROAD ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRADLEY C. BELGIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

Return Costs

| Cost | Description |
|-------|----------------------------------------|
| 38.16 | SHERIFF HAWKINS PAID BY: ATTY CK3 1152 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 1153 |

Sworn to Before Me This

10th Day Of March 2004

Will Shaw

So Answers,

Chester A. Hawkins
by Bradley C. Belgin
Chester A. Hawkins
Sheriff

FILED

MAR 10 2004 ^{no}
cc

0/3:10 pm ⁶¹
61

William A. Shaw
Prothonotary

WE HEREBY CERTIFY THE WITHIN TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL FILED IN
THIS CASE.

APPLE AND APPLE

BY _____
ATTORNEYS FOR: _____

APPLE AND APPLE

Attorneys at Law
4650 BAUM BOULEVARD
PITTSBURGH, PENNSYLVANIA 15213
TELEPHONE: (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee
of Unifund CCR Partners, assignee of
Providian National Bank

NO. 2003-1874 CD
IN CIVIL ACTION

-vs-
Bradley C. Belgin

Plaintiff(s)

Defendant(s)

**PRAECIPE FOR DEFAULT
JUDGMENT
CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNCIL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No 37942
Charles F. Bennett, Esq.
PA I.D. No 30541
Joel Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED

MAR 25 2004

William A. Shaw
Prothonotary

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

**Commonwealth Financial Systems, Inc., assignee
of Unifund CCR Partners, assignee of
Providian National Bank**

**NO. 2003-1874 CD
IN CIVIL ACTION**

-vs- *Plaintiff(s)*

Bradley C. Belgin

Defendant(s)

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$5,050.41, computed as follows:

| | |
|----------------------------------------------------------------|-------------------|
| Amount named in Complaint | \$3,611.52 |
| Interest from June 25, 2003 To March 22, 2004 on \$3,611.52 | \$536.01 |
| Attorney fees | \$902.88 |
| TOTAL | \$5,050.41 |

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on March 9, 2004 by regular mail, postage prepaid and, addressed as follows:

Defendant: Bradley C. Belgin
163 Railroad Street
Coalport PA 16627

APPLE AND APPLE, P.C.

Dated:

3/23/04

By:



Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee of
PROVIDIAN NATIONAL BANK

NO. 2003-1874 CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

BRADLEY C. BELGIN

Defendant(s)

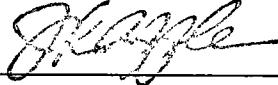
Bradley C. Belgin
163 Railroad Street
Coalport, PA 16627

Date of Notice: March 9, 2004

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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646

By: 

James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED

*in 1:48-cv-1
Notice to Def
Shaw to Atty*

MAR 25 2004

ES

William A. Shaw
Prothonotary

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

**Commonwealth Financial Systems, Inc., assignee
of Unifund CCR Partners, assignee of
Providian National Bank**

-vs- *Plaintiff(s)*

Bradley C. Belgin

**NO. 2003-1874 CD
IN CIVIL ACTION**

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on _____.

Assumpsit Judgment in the amount of \$5,050.41, plus costs.

Trespass Judgment in the amount of \$_____.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

Registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

| | |
|-------------------------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> Entry of Judgment | <input type="checkbox"/> Court Order |
| | <input type="checkbox"/> Non-Pro |
| | <input type="checkbox"/> Confession |
| | <input checked="" type="checkbox"/> Default |
| | <input type="checkbox"/> Verdict |
| | <input type="checkbox"/> Arbitration Award |
| | <input type="checkbox"/> Other |

Bradley C. Belgin
163 Railroad Street
Coalport, PA 16627

PROTHONOTARY

**By: _____
Prothonotary(or Deputy)**

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

Commonwealth Financial Systems, Inc.

Unifund CCR Partners

Providian National Bank

Plaintiff(s)

No.: 2003-01874-CD

Real Debt: \$5,050.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bradley G. Belgin

Entry: \$20.00

Defendant(s)

Instrument: Default Judgment

Date of Entry: March 25, 2004

Expires: March 25, 2009

Certified from the record this 25th day of March, 2004

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems,
Inc., assignee of Unifund CCR Partners
assignee of Providian National Bank

No. 2003-1874 CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

Bradley C. Belgin

Defendant(s)

**PRAECIPE FOR WRIT
OF EXECUTION**

CODE-
FILED OF BEHALF OF
PLAINTIFF

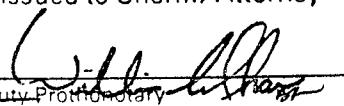
**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED

JUN 21 2004

11-16-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

**Commonwealth Financial Systems,
Inc., assignee of Unifund CCR Partners
assignee of Providian National Bank**

**No. 2003-1874 CD
IN CIVIL ACTION**

-vs-

Plaintiff(s)

Bradley C. Belgin

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

(1) directed to the Sheriff of **Clearfield** County;

(2) against Defendant(s) **Bradley C. Belgin**

(3) against Garnishee(s)

(4) Judgment: \$5,050.41

Interest from March 23, 2004 to June 13, 2004

On \$5,050.41

Amount of Interest \$66.41

Payments \$

SUBTOTAL \$5,116.82

Costs (to be added by Prothonotary) \$ 125.00

APPLE AND APPLE, P.C.

Dated:

6/17/04

By:



**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Providian National Bank,

COPY

Vs.

NO.: 2003-01874-CD

Bradley G. Belgin

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of PROVIDIAN NATIONAL BANK, Plaintiff(s) from BRADLEY G. BELGIN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

| | | |
|---------------------------------|-------------------|-----------------------|
| AMOUNT DUE: | \$5,050.41 | PAID: \$125.00 |
| INTEREST from March 23, 2004 to | | SHERIFF: \$ |
| June 13, 2004 on \$5,050.41: | \$66.41 | OTHER COSTS: \$ |
| PROTH. COSTS: \$ | | |
| ATTY'S COMM: \$ | | |
| DATE: 06/21/2004 | | |

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-3138

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO.: 2003-1874 CD
IN CIVIL ACTION

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND PARTNERS, assignee of
PROVIDIAN NATIONAL BANK

Plaintiff

vs.

BRADLEY C. BELGIN

Defendant.

PRAECIPE TO REISSUE
WRIT OF EXECUTION

CODE-
FILED OF BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED E&K
M 12.22.2004 10:46 AM
reissued to staff
NOV 15 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO.: 2003-1874 CD
IN CIVIL ACTION

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND PARTNERS, assignee of
PROVIDIAN NATIONAL BANK

-vs- Plaintiff

BRADLEY C. BELGIN

Defendant

PRAECIPE TO REISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

(1) directed to the Sheriff of **Clearfield** County;

(2) against Defendant(s) **Bradley C. Belgin**

(3) against Garnishee(s)

(4) Judgment: \$5,050.41

Interest from March 23, 2004 to October 23, 2004

On \$5,050.41

Amount of Interest \$174.34

Payments \$

SUBTOTAL \$5,224.75

Costs (to be added by Prothonotary) \$

APPLE AND APPLE, P.C.

Dated: 11/1/04

By: Apple

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16018

NO: 03-1874-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ASSIGNEE
OF PROVIDIAN NATIONAL BANK

vs.

DEFENDANT: BRADLEY C. BELGIN

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 11/15/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/07/2006

DATE DEED FILED **NOT SOLD**

FILED
03:49pm
FEB 07 2006 *JS*

William A. Shaw
Prothonotary

DETAILS

@ SERVED BRADLEY C. BELGIN

DEPUTIES FOUND NOTHING OF VALUE TO LEVY.

@ SERVED

NOW, FEBRUARY 7, 2006 RETURN WRIT AS NO SALE SET NOTHING OF VALUE TO LEVY. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16018

NO: 03-1874-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ASSIGNEE
OF PROVIDIAN NATIONAL BANK

vs.

DEFENDANT: BRADLEY C. BELGIN

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$64.48

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
Deputy Commissioner - Auditor
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems,
Inc., assignee of Unifund CCR Partners
assignee of Providian National Bank

No. 2003-1874 CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

Bradley C. Belgin

Defendant(s)

**PRAECLPICE FOR WRIT
OF EXECUTION**

CODE-
FILED OF BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED

JUN 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

11-15-04
Reinstated/Reissued to Sheriff/Attorney
for service.
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems,
Inc., assignee of Unifund CCR Partners
assignee of Providian National Bank

No. 2003-1874 CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

Bradley C. Belgin

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

(1) directed to the Sheriff of **Clearfield** County;

(2) against Defendant(s) **Bradley C. Belgin**

(3) against Garnishee(s)

(4) Judgment: \$5,050.41

Interest from March 23, 2004 to June 13, 2004

On \$5,050.41

Amount of Interest \$66.41

Payments \$

SUBTOTAL \$5,116.82

Costs (to be added by Prothonotary) \$ 125.00

APPLE AND APPLE, P.C.

Dated:

6/17/04

By:



**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Commonwealth Financial Systems, Inc.,
assignee of Unifund CCR Partners, assignee
of Providian National Bank,

COPY

Vs.

NO.: 2003-01874-CD

Bradley G. Belgin

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of PROVIDIAN NATIONAL BANK, Plaintiff(s) from BRADLEY G. BELGIN, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

| | | |
|---------------------------------|-------------------|-----------------------|
| AMOUNT DUE: | \$5,050.41 | PAID: \$125.00 |
| INTEREST from March 23, 2004 to | | SHERIFF: \$ |
| June 13, 2004 on \$5,050.41: | \$66.41 | |
| PROTH. COSTS: \$ | | OTHER COSTS: \$ |
| ATTY'S COMM: \$ | | |
| DATE: 06/21/2004 | | |

Received this writ this 15th day
of November A.D. 2004
At 3:00 A.M./P.M.

Chesler A. Newlin
Sheriff by Cynthia Butler Aughenbaugh

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: James R. Apple, Esq.
4650 Baum Boulevard
Pittsburgh, PA 15213
(412) 682-3138

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME BRADLEY C. BELGIN NO. 03-1874-CD

NOW, February 07, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Bradley C. Belgin to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

| | | | |
|---------------------|---------|--------------------------|----------|
| RDR | 9.00 | DEBT-AMOUNT DUE | |
| SERVICE | 9.00 | INTEREST @ % | 0.00 |
| MILEAGE | 21.00 | FROM TO | |
| LEVY | | | |
| MILEAGE | | PROTH SATISFACTION | |
| POSTING | | LATE CHARGES AND FEES | |
| HANDBILLS | | COST OF SUIT-TO BE ADDED | |
| COMMISSION | 0.00 | FORECLOSURE FEES | |
| POSTAGE | 1.48 | ATTORNEY COMMISSION | |
| HANDBILLS | | REFUND OF ADVANCE | 20.00 |
| DISTRIBUTION | | REFUND OF SURCHARGE | |
| ADVERTISING | | SATISFACTION FEE | |
| ADD'L SERVICE | | ESCROW DEFICIENCY | |
| ADD'L POSTING | | PROPERTY INSPECTIONS | |
| ADD'L MILEAGE | | INTEREST | |
| ADD'L LEVY | | MISCELLANEOUS | |
| BID AMOUNT | | TOTAL DEBT AND INTEREST | \$209.48 |
| RETURNS/DEPUTIZE | | | |
| COPIES | 15.00 | COSTS: | |
| BILLING/PHONE/FAX | | ADVERTISING | 0.00 |
| CONTINUED SALES | | TAXES - COLLECTOR | |
| MISCELLANEOUS | 9.00 | TAXES - TAX CLAIM | |
| TOTAL SHERIFF COSTS | \$64.48 | DUE | |
| | | LIEN SEARCH | |
| | | ACKNOWLEDGEMENT | |
| | | SHERIFF COSTS | 64.48 |
| | | LEGAL JOURNAL COSTS | 0.00 |
| | | PROTHONOTARY | 125.00 |
| | | MORTGAGE SEARCH | |
| | | MUNICIPAL LIEN | |
| | | TOTAL COSTS | \$189.48 |
| | | TOTAL COSTS | \$209.48 |

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

CHESTER A. HAWKINS, Sheriff

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENTS)
PA Supreme Court Rule of Civil Procedure 3101 to 3149

Commonwealth Financial Systems, Inc.

Plaintiff

vs.

In the Court of Common Pleas of *Clearfield*
County, Pennsylvania, Civil Division

BRADLEY C BELGIN
163 RAILROAD ST
COALPORT, PA 16627

No. 2003-1874CD

Defendant(s)

vs

County National Bank
Main Street
Madera, PA

PRAECIPIE FOR WRIT OF EXECUTION AND
ATTACHMENT (MONEY JUDGMENT)

Garnishee

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

- (1) Directed to the Sheriff of County, Pennsylvania;
- (2) Against BRADLEY C BELGIN, 163 RAILROAD ST. COALPORT, PA 16627

Defendant(s)

(3) And against County National Bank
Main Street
Madera, PA

Garnishee(s);

(4) and index this writ

(a) against _____

Defendant(s)

(b) against _____

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): 210-68-5819;

| | | |
|-----|-----------------|--------------------|
| (5) | Judgment Amount | \$ <u>5,030.41</u> |
| | Interest | <u>328.25</u> |
| | Clerks Fee | <u>26.00</u> |
| | Sheriff | <u>100.00</u> |
| | Poundage | |
| | Total | <u>5,498.66</u> |

Prothonotary costs

152.00

Dated 4-26-04

Patricia A. Cobb, Esq.
Patricia A. Cobb, Esq.
Attorney for Plaintiff

FILED *Att'y pd.
MAY 1 03 2004
20.00
MAY 01 2006 KCC/Counts
to Sheriff*

William A. Shaw
Prothonotary/Clerk of Courts *CR*

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff :

Bradley C Belgin
163 Railroad St.
Coalport, PA 16627

Vs.

Defendant(s)

Country National Bank
Main Street
Meadow, PA

Garnishee

Commonwealth of Pennsylvania, County of

TO THE SHERIFF OF *Cleasfield* County, Pennsylvania:To satisfy the judgment, interest and costs against : *Bradley C Belgin*

Please Serve Garnishee As Soon As Possible.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes.

Defendant's Social Security Number(s) is/are *210-68-5819*

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

County National Bank Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

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

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

Dated

4-26-04
(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688
120 North Keyser Avenue
Scranton, PA 18504
570-347-1115 Ext. 202

| | |
|--------------------|--------------------|
| Judgment Amount | \$ <i>5,050.41</i> |
| Interest | <i>328.25</i> |
| Clerk's Fee | <i>26.00</i> |
| Sheriff | <i>100.00</i> |
| Poundage 2% | |
| Total | <i>5,498.66</i> |
| Prothonotary costs | <i>152.00</i> |

W. H. Cobb *5/11/06*
Clerk of Judicial Records

Sheriff / Deputy

In the Court of Common Pleas of Clearfield County, Pennsylvania

Civil Division

FILED
MAY 01 2006
K

Commonwealth Financial Systems, Inc.
120 N. Keyser Avenue
Scranton, PA 18504

Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

Vs.

File No: 2003-1874 CD

Bradley C Belgin
163 Railroad St.
Coalport, PA 16627

Vs.

County National Bank
Main Street
Madera, PA

Garnishee (s)

Praecipe for Entry of Appearance

Kindly enter my appearance on behalf of Commonwealth Financial Systems, Inc. in the above-captioned matter.

Date: 11-26-06

Signature: Patricia A. Colb, USA

Print Name: Patricia A. Colb, USA
Address: 120 N. Keyser Avenue
Scranton, PA 18504
Telephone No: (570) 347-1115 ext. 202
Supreme Court ID No: 39688

Commonwealth Financial Systems, Inc.
120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

vs.

BRADLEY C BELGIN
163 RAILROAD ST
COALPORT, PA 16627

In the Court of Common Pleas of *Cleasfield*
County, Pennsylvania
Civil Division

No. 2003-1874CD

Affidavit under Soldiers and Sailors Relief
Civil Relief Act of 1940 as amended.

Defendant(s)

State of Pennsylvania
County of } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): BRADLEY C BELGIN; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

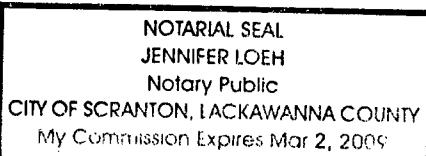
That the defendant(s): BRADLEY C BELGIN; is(are) older than eighteen years of age;

That the employment status of the defendant(s): BRADLEY C BELGIN; is(are) unknown.

Patricia A. Cobb, Esquire

Subscribed before me this 20th day of April 2006

Jennifer Loeh Notary Public



FILED NO
MAY 01 2006
2006-1874CD
MAY 01 2006
GK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101500
NO: 2003-1874-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.

vs.

DEFENDANT: BRADLEY C. BELGIN

TO: COUNTY NATIONAL BANK, GARNISHEE

SHERIFF RETURN

NOW, May 04, 2006 AT 9:44 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON COUNTY NATIONAL BANK DEFENDANT AT MAIN ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NANCY GENISI, PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
05-04-2006
MAY 05 2006
JS

William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|--------------|---------|--------|
| SURCHARGE | COMMONWEALTH | 19221 | 10.00 |
| SHERIFF HAWKINS | COMMONWEALTH | 19221 | 37.08 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

*Chester A. Hawkins
by Marilynn Hause*
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff :

vs.
Bradley C Belgin
13 Railroad St.
Dallas, PA 16627

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

No. 2003-1874 CD

Defendant(s)

vs.

Country National Bank
Main Street
Meadow, PA

(MONEY JUDGMENT)

Garnishee

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Bradley C Belgin

Please Serve Garnishee As Soon As Possible.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 210-68-5819

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

County National Bank Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____ filed.
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

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

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

Dated 4-26-04

(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202

Recd 5-1-06 @ 3:00pm

Chesler A. Hawley Sheriff
by Marilyn Ham

| | |
|--------------------|--------------------|
| Judgment Amount | \$ <u>5,050.41</u> |
| Interest | <u>328.25</u> |
| Clerk's Fee | <u>20.00</u> |
| Sheriff | <u>100.00</u> |
| Poundage 2% | |
| Total | <u>5,498.66</u> |
| Prothonotary costs | <u>152.00</u> |

Willie May Clerk of Judicial Records 5/11/06

Sheriff / Deputy

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Commonwealth Financial Systems, Inc.

Plaintiff :

vs.
Bradley C Belgin
13 Railroad St.
Dallas, PA 16062

Defendant(s)

vs.

Montgomery National Bank
Main Street
Meadow, PA

Garnishee

Commonwealth of Pennsylvania, County of *Clearyfield*
TO THE SHERIFF OF *Clearyfield* County, Pennsylvania:

To satisfy the judgment, interest and costs against : Bradley C Belgin

Please Serve Garnishee As Soon As Possible.

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 210-68-5819

(1) You are also directed to attach the property of the defendant not levied upon in the possession of

Montgomery National Bank Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____ filed.
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

(a) An attachment has been issued;

(b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.

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

Dated

4-26-04

(Seal)

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202

Rec'd 5-1-04 @ 3:10PM

Chester A Hawkins Sheriff
by Maury Hager

| | |
|--------------------|--------------------|
| Judgment Amount | \$ <u>5,050.41</u> |
| Interest | <u>328.25</u> |
| Clerk's Fee | <u>20.00</u> |
| Sheriff | <u>100.00</u> |
| Poundage 2% | <u>5.498.664</u> |
| Total | <u>5,498.664</u> |
| Prothonotary costs | <u>152.00</u> |
| | <u>5,110.00</u> |

Clerk of Judicial Records

Sheriff / Deputy

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

Commonwealth Financial Systems, Inc.
120 North Keyser Avenue
Scranton, PA 18504

Plaintiff : No. 2003-1874-CD
vs. :

Bradley C. Belgin
163 Railroad Street
Coalport, PA 16627

Defendant(s) :

and

County National Bank
Main Street
Madera, PA

Garnishee :

FILED

0 10:05 am 6K
MAY 12 2006

PA
NO CC

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

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

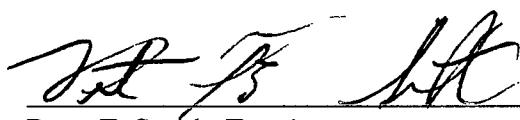
U.S. FIRST CLASS MAIL
Patricia A. Cobb, Esquire
120 N. Keyser Avenue
Scranton, PA 18504

CERTIFIED MAIL
Bradley C. Belgin
P. O. Box 163
Coalport, PA 16627

Date:

5/12/06

Respectfully submitted,



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

Commonwealth Financial Systems, Inc.
Scranton, PA 18504
120 North Keyser Avenue

: In the Court of Common Pleas of
Clearfield County, Pennsylvania Civil
Division
Plaintiff

Vs.

No: 2003-1874-CD

Bradley C Belgin
163 Railroad Street
Coalport, PA 16627

: **Praecipe to Enter Judgment
Against Garnishee.**

Defendant

Vs.

County National Bank
Main Street
Madera, PA

Garnishee

FILED *affid-00.00*
MAY 22 2006 Notice to
Garnishee

William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to PHF*

GR

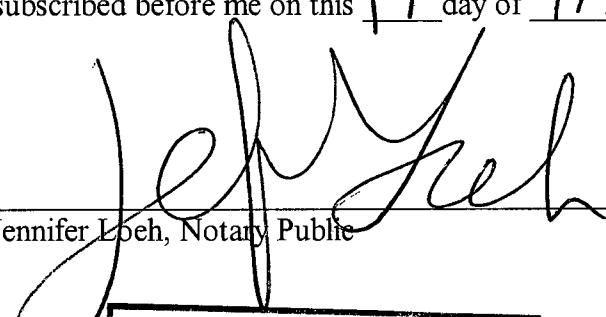
To the Prothonotary of Clearfield County Pennsylvania:

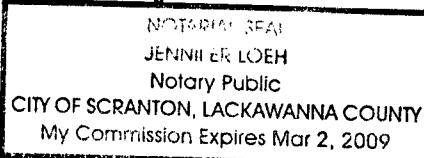
Please enter the above Praecipe to Enter Judgment Against Garnishee in the amount of \$708.64.

Thank you,


Patricia A. Cobb, Esquire
Lawyer ID # 39688
Commonwealth of Pennsylvania
Lackawanna County

Sworn and subscribed before me on this 17th day of May 2006


Jennifer Loeh, Notary Public



Commonwealth Financial Systems, Inc
120 North Keyser Avenue
Scranton, PA 18504

In the Court of Common Pleas of
, Pennsylvania
Civil Division

Plaintiff(s)

File / Index No. 03-1874-CD

vs.

BRADLEY C BELGIN
163 RAILROAD ST
COALPORT, PA 16627

NOTICE OF FILING JUDGMENT

Defendant(s)

Notice is hereby given that a money judgment in the above-captioned matter has been entered against you in the

Amount of \$ 708.64 on May 22, 2006.

By: _____

William H. Hayes

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

Commonwealth Financial Systems, Inc.
120 North Keyser Avenue
Scranton, PA 18504
Telephone: 570-347-1115

(Notice is given in accordance with PA Supreme Court Rule of Civil Procedure No. 236)

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

CC, -y

Commonwealth Financial Systems, Inc.

Unifund CCR Partners

Providian National Bank

Plaintiff(s)

No.: 2003-01874-CD

Real Debt: \$708.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bradley G. Belgin

Defendant(s)

Entry: \$20.00

Instrument: Judgment against Garnishee
ONLY

County National Bank

Garnishee

Date of Entry: May 22, 2006

Expires: May 22, 2011

Certified from the record this 22nd day of May, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Commonwealth Financial Systems, Inc.
Scranton, PA 18504
120 North Keyser Avenue

: In the Court of Common Pleas of
Clearfield County, Pennsylvania Civil
Division
Plaintiff

Vs.

No: 2003-1874-CD

Bradley C Belgin
163 Railroad Street
Coalport, PA 16627

: **Praecipe to Satisfy the Judgment
Against Garnishee.**

Defendant

Vs.

County National Bank
Main Street
Madera, PA

Garnishee

FILED *Att'y pd.*
m/25/06 7.00
JUN 22 2006 *No CC*
LM

William A. Shaw
Prothonotary/Clerk of Courts

To the Prothonotary of Clearfield County Pennsylvania:

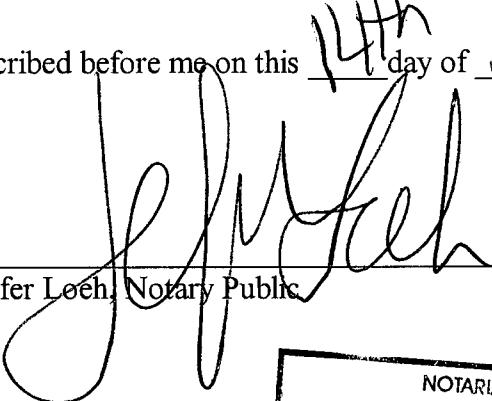
Please enter the above Praecipe to Satisfy the Judgment Against Garnishee.

Thank you,

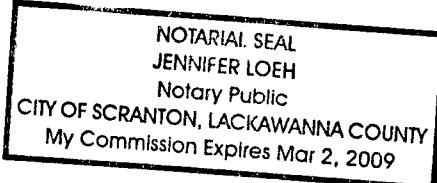


Patricia A. Cobb, Esquire
Lawyer ID # 39688
Commonwealth of Pennsylvania
Lackawanna County

Sworn and subscribed before me on this 14th day of June 2006



Jennifer Loeh, Notary Public



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

COMMONWEALTH FINANCIAL SYSTEMS, INC., *
Plaintiff *

vs. *

BRADLEY C. BELGIN,
Defendant *

* NO. 03-1874-CD *

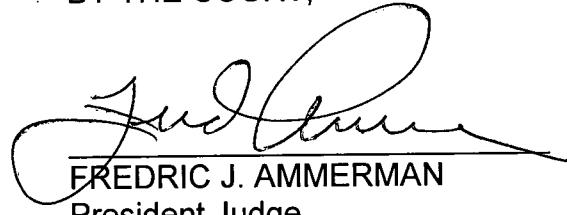
* *

ORDER

NOW, this 24th day of May, 2006, the Court being in receipt of the Request for Exemption document provided to the Sheriff by the above-named Defendant; it appearing that the Defendant would be entitled to the \$300.00 exemption permitted by 42 Pa. C.S. §8123, it is the ORDER of this Court that the Request for the Exemption be and is hereby GRANTED.

The Plaintiff shall have no more than ten (10) days from the date of this Order in which to file written exceptions with the Court and request a hearing on the exceptions and exemption.

BY THE COURT,

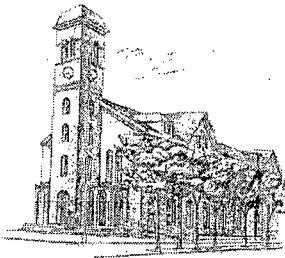

FREDRIC J. AMMERMAN
President Judge

FILED
03-5787
MAY 24 2006
cc Atts: Apple
Cobb

William A. Shaw
Prothonotary/Clerk of Courts

1cc Def:
163 Railroad St.
Coalport, PA 16627

6P



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 5/24/06

 You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

 Special Instructions: