04-49-CD
COMMONWEALTH FINANCIAL SYSTEMS, INC. vs. PHYLLIS E. BEISH etal
etal

Comm. Financial et al vs. Phyllis Beish et al
2004-49-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

NO. 04-49-CD
IN CIVIL ACTION

-*vs*- *Plaintiff(s)*

PHYLLIS E. BEISH and CECIL B. BEISH, jointly and severally

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD FOR THIS PARTY:

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FILED
JAN 12 2004
William A. Shaw
Prothonotary/Clerk of Courts

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PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK	**NO.**
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-vs- *Plaintiff(s)*

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Defendant(s)

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 North Keyser Avenue, Scranton, PA 18504, and, as the assignee of Unifund CCR Partners, assignee of Direct Merchants Bank, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".

2. On May 31, 2002 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. Copies of the assignment and Affidavit and notification are attached hereto as Exhibit "A1-2."

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

4. Defendants are individuals whose address is 511 Clearfield Street, Clearfield County, Pennsylvania 16830.

5. At a specific instance and request, the Defendants 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 Application & Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B1-2" and made a part hereof.

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

7. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendants' breach of the Agreement.

8. Plaintiff avers that the balance due amounts to $4,369.63, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C1-2" and made a part hereof.

9. Plaintiff avers that interest has accrued at the rate of 20.50% per month or annum on the balance due from June 19, 2002.

10. Per the terms of the agreement, the Defendants have 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 amount to 25% of the balance due.

11. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against both Defendants, jointly and severally, in the principal amount of $4,369.63, with appropriate additional interest from June 19, 2002, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: James R. Apple
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 May 31, 2002 (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 4 June 2002.

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

By ______________________
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

EXHIBIT A1-2

State of Ohio)
County of Hamilton) ss.

AFFIDAVIT AND ASSIGNMENT

Jessica Gentry, being sworn, deposes and says that she is Media Supervisor of UNIFUND CCR PARTNERS herein called assignor, which is doing business at 11802 Conrey Road, Suite 200, Cincinnati, OHIO 45249 and that she is authorized to make the statements and representations herein. There is due and payable from **PHYLLIS E BEISH**, Acct. **#5458004043173762**, as of the **6/4/2002**, the amount of **$3288.87**. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the rate of **6.00** percent per annum.

Said agreement is hereby assigned, transferred and set over unto **COMMONWEALTH FINANCIAL** with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim. The affiant states that to the best of the affiant's knowledge, information and belief there are no uncredited payments, just counterclaims or offsets against the said debt. Further, the undersigned acknowledges that in making this assignment, the assignor has made a complete assignment of said debt and that **448** is now the owner thereof, and they have complete authority to settle, adjust, compromise and satisfy the same and that the assignor has no further interest in said debt for any purpose.

DATED this 18 day of July, 2002.

UNIFUND CCR PARTNERS

By: Jessica Gentry

Media Supervisor
Title

11802 Conrey Rd., Suite 200, Cincinnati, OH 45249
Address

Subscribed and sworn to before me this 18 day of July, 2002 by Jessica Gentry Media Supervisor of Unifund CCR Partners.

My commission expires: Amy E. Treadon

Client # **448**

NOTARY SEAL

Notary

NOTARIAL SEAL
STATE OF OHIO

AMY E. TREADON
Notary Public, State of Ohio
My Commission Expires June 5, 2007

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

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

The defendant is not in any branch of the military.

There is due and payable from PHYLLIS E BEISH, Account Number 5458004043173762, the amount of $3288.87 (principal balance in the amount of $3288.87 plus interest at the contract rate. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the contract rate.

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

DATED this Friday, October 18, 2002.

UNIFUND CCR PARTNERS

By: Bharati Lengade Media Supervisor
Title

11802 Conrey Road Cincinnati, OH 45249
Address

Subscribed and sworn to before me this 18 day of Oct, 2002
Autumn Hopkins
Notary Public

Client # 448

My commission expires

NOTARIAL SEAL
AUTUMN HOPKINS
Notary Public
In and for the State of Ohio
My Commission Expires
Jul. 18, 2007

Pre-Approved

✓ Yes!

Send my Direct Merchants Bank MasterCard with introductory PurchaseShield privileges

Immediate Credit Line Up To $5,000

Reply by: September 27, 1999

(8:00 a.m. to midnight, Eastern Time, Mon. – Sat.)
to request your card by phone!

Phyllis E. Beish
511 Clearfield St.
Clearfield, PA 16830-1528

9708472577 - BD 9908ABJ430 BD
BE 5001 001 000Y667X05000

Please complete all information below and detach here.

1 Fill out all requested information on this Acceptance Certificate. DM(DEPSNF)LR-9/99

Home Phone 814-765-2426

☐ Own Home ☐ Rent **Monthly Housing Payment: $** 269.00

Social Security Number 1 6 7 - 2 4 - 8 4 6 9 4/24/30 Date of Birth

Yearly Household Income (Income derived from child support, alimony or separate maintenance need not be included if you do not want it considered in the credit decision): $ 1,141

Mother's Maiden Name (for security purposes) Nancy Hampton

Employment Status: ☐ Employed ☐ Self-Employed ☑ Retired ☐ Other ______ Write In

Employer Beaution **Work Phone** (814) 765-7426

Please enroll me in the optional Account Protection Plus℠ program
(See enclosed Terms and Conditions insert.
☐ **Yes, enroll only the primary applicant.**
☑ **Yes, enroll both the primary applicant and the co-applicant.**
☐ No, I elect not to protect my Direct Merchants Bank MasterCard account.

2 By signing below, I certify that I am at least 18 years of age. My signature constitutes my acceptance of the enclosed Terms and Conditions and the terms and conditions of the Cardmember Agreement which will be mailed to me when my account is opened. If I have checked the "yes" box above for optional Account Protection Plus, I have read the Account Protection Plus disclosure on the enclosed Terms and Conditions and I and/or the co-applicant request enrollment in the program.

Signature X Phyllis E. Beish

3 **Co-Applicant Only** (not required to receive this offer)

Co-Applicant Name Cecil Beish (First Name) D (Middle Initial) Beish (Last Name)

Co-Applicant Social Security Number 1 6 1 - 0 5 - 7 2 9 5 5/23/24 Date of Birth

Co-Applicant Signature X Cecil D Beish
By signing above, I certify that I am at least 18 years of age. I agree to the Terms and Conditions of the Direct Merchants Bank MasterCard and the Cardmember Agreement and understand that I will be jointly responsible for the Direct Merchants Bank MasterCard Account.

EXHIBIT B1-2

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

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

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

FOREIGN TRANSACTIONS

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

APPLICABLE LAW

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

ASSIGNMENT OF ACCOUNT

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

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency(ies). You agree that any governmental agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

UPDATED FINANCIAL AND OTHER INFORMATION

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

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank℠, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 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:

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

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

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

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

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

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

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

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality 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.

Printed on recycled paper

MasterCard

DIRECT MERCHANTS BANK℠

Cardholder Agreement

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

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

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

PROMISE TO PAY

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

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

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of $2 per transaction.

MAXIMUM CREDIT LINE

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

STATEMENTS

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

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

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

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

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

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

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of $ .50.

AVERAGE DAILY BALANCES

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

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

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

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

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

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

A-2589

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

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

ADJUSTING FOR GRACE PERIODS

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

LATE CHARGE

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

OVER LIMIT CHARGE

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

RETURNED CHECK CHARGE

You agree to pay $15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

RESEARCH CHARGES

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

APPLICATION OF PAYMENTS

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

CHANGE OF TERMS (including finance charges)

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

DEFAULT AND TERMINATION OF AGREEMENT

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

CREDIT AUTHORIZATIONS

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

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CARD CANCELLATION

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

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

688820

Direct Merchants Bank
T I T A N I U M

CARDMEMBER SERVICES
PO BOX 21550
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

MINIMUM PAYMENT DUE	PAST DUE AMOUNT	PAY BY	NEW BALANCE	ACCOUNT NUMBER	ENTER AMOUNT ENCLOSED
0.00	0.00	NOW DUE	0.00	5458 0040 4317 3762	

FOR ADDRESS AND / OR PHONE NUMBER CHANGES, CHECK THIS BOX AND COMPLETE THE FORM ON REVERSE SIDE.   022

PAYMENT CENTER
PO BOX 17036
BALTIMORE, MD 21297-0448

PHYLLIS E BEISH   0
CECIL B BEISH
511 CLEARFIELD ST
CLEARFIELD PA 16830-1528

5458004043173762000000000000000007

Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in envelope window.

0

Direct Merchants Bank
T I T A N I U M

Online account access: www.directmerchantsbank.com

ACCOUNT NUMBER 5458 0040 4317 3762

TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	CASH ADVANCE CREDIT LIMIT*	CASH ADVANCE AVAILABLE CREDIT	OVER LIMIT AMOUNT
1500	0	1200	0	0.00

DATE OF TRANS.	POST.	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
06/20	06/20		OVERLIMIT FEE		34.00
06/30	06/30	F8800005M00999990	CHARGE OFF ACCOUNT-PRINCIPALS	1468.52 -	
06/30	06/30	F8800005M00999990	CHARGE OFF ACCOUNT "FINANCE CHARGES"	1820.35 -	

100896
(4418)

SUMMARY

AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE PURCHASES	ANNUAL PERCENTAGE RATE CASH	ACCOUNT SUMMARY	
PURCHASE 0.00	.08215 %	29.99 %	0.00	29.99 %	29.99 %	PREVIOUS BALANCE	3254.87
						PURCHASES +	0.00
						CASH ADVANCES +	0.00
						CREDITS −	3288.87
CASH 0.00	.08215 %	29.99 %	0.00	# DAYS IN THIS BILLING CYCLE	STATEMENT CLOSING DATE	PAYMENTS −	0.00
						OTHER +	34.00
						FINANCE CHARGE +	0.00
PAST DUE AMOUNT 0.00	MINIMUM PAYMENT DUE 0.00	PAY BY NOW DUE		30	06/30/01	NEW BALANCE =	0.00

CARDMEMBER SERVICE CENTER: 800-379-7999 24 HOURS, 7 DAYS A WEEK
FROM OUTSIDE U.S. CALL COLLECT: 480-375-4400   HEARING IMPAIRED-TDD: 877-902-0967

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

SEND PAYMENTS TO: PAYMENT CENTER PO BOX 17036, BALTIMORE, MD 21297-0448
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE.

5994 0000 03D 2 5 13 010630 Z X Page 1 of 1 8800 4000 191P 01AK5994 0

WHEN SENDING US YOUR PAYMENT...
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK
BE SURE TO SIGN YOUR CHECK
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT

EXHIBIT C-1-2

Collector Window

Debtor ID 688820 Type Consumer SSN DOB DL ST

Name Phyllis E Beish 167-24-8469 04/24/1930

Attorn

Name

Firm

Account Details Window

ID	688820 1	Debt Type	CCD	Service Date	09/23/1999
Status	311-Atty handling for CFSI	Coll Plan	007	Last Charge Date	
Date	05/07/2003	Fee Plan	AAA	First Delinquency	06/30/2001
Clt ID	4335	Cont Plan	UNI	Charge Off Date	
Orig Clt	DIRECT MERCHANTS CREDI	Sales Rep	001	List Date	06/18/2002
Clt Ref No	UQ063642	Int Rate	18.00	Int Calc Date	06/18/2002
Bureau Report ☑	Last Report 06/09/2003	Last Pmt		Last Pmt Date	
Debt Descr				Statute Date	
Comments	5458004043173762				

	Original	Accrued	Adjustments	Paid	Balance
Principal	$3,288.87		$0.00	$0.00	$3,288.87
Interest	$165.42	$806.09	$0.00	$0.00	$971.51
Court Cost	$0.00		$109.25	$0.00	$109.25
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	$4,369.63

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.

12-11-03
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100555

CFSI File No. 688820

Phyllis E Beish
Cecil B Beish

FILED
m/ 2:20 ~~bk~~ Atty pd. 85.00
JAN 12 2004 2cc ~~Atty~~ Shff
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC. Sheriff Docket # 15050

vs. 04-49-CD

BEISH, PHYLLIS E. & CECIL B. BEISH, jointly & severally

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 23, 2004 AT 10:35 AM SERVED THE WITHIN COMPLAINT ON CECIL B. BEISH, DEFENDANT AT RESIDENCE, 511 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CECIL B. BEISH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW JANUARY 23, 2004 AT 10:35 AM SERVED THE WITHIN COMPLAINT ON PHYLLIS E. BEISH, DEFENDANT AT RESIDENCE, 511 CLEARFIELD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CECIL B. BEISH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING.

Return Costs

Cost	Description
26.37	SHERIFF HAWKINS PAID BY: ATTY CK# 1226
20.00	SURCHARGE PAID BY: ATTY Ck# 1227 & 1298

Sworn to Before Me This

14 **Day Of** April **2004**

William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

FILED
o 8:35 BA
APR 14 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 Direct Merchants Bank

Plaintiff(s)

-vs-

Phyllis E. and Cecil B. Beish, jointly and severally

Defendant(s)

NO. 2004-00049 CD
IN CIVIL ACTION

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
APR 22 2004
m/3:30/cm.
William A. Shaw
Prothonotary/Clerk of Courts
Cert to Deft. w/notice
Statement to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee Of Unifund CCR Partners, assignee of Direct Merchants Bank

Plaintiff(s)

-vs-

Phyllis E. and Cecil B. Beish

Defendant(s)

NO. 2004-00049CD
IN CIVIL ACTION

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 $7,040.06, computed as follows:

Amount named in Complaint	$4,369.63
Interest from June 19, 2002 To March 22, 2004 on $4,369.63	$1,578.03
Attorney fees	$1,092.40
TOTAL	$7,040.06

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:	Phyllis E. Beish 511 Clearfield Street Clearfield PA 16830	Cecil B. Beish 511 Clearfield Street Clearfield, PA 16830

APPLE AND APPLE, P.C.

Dated: 3/23/04

By: [signature]
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 DIRECT MERCHANTS BANK

NO. 2004-00049 CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

PHYLLIS E. BEISH and CECIL B. BEISH, jointly and severally

Defendant(s)

Phyllis E. Beish
511 Clearfield Street
Clearfield, PA 16830

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 Serices
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK	**NO. 2004-00049 CD** **IN CIVIL ACTION**

-vs- *Plaintiff(s)*

PHYLLIS E. BEISH and
CECIL B. BEISH, jointly
and severally

Defendant(s)

Cecil B. Beish
511 Clearfield Street
Clearfield, PA 16830

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 Serices
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee of Unifund CCR Partners., assignee of Direct Merchants Bank

NO. 2004-00049CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

Phyllis E. and Cecil B. Beish, jointly and severally

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: ( ) Plaintiff (X) Defendant ( ) Garnishee

You are hereby notified that the following Order or Judgment was entered against you on April 22, 2004.

(X) Assumpsit Judgment in the amount of $7,040.06, 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.

(X) Entry of Judgment

( ) Court Order
( ) Non-Pros
( ) Confession
(X) Default
( ) Verdict
( ) Arbitration Award
( ) Other

Cecil B. Beish
511 Clearfield Street
Clearfield, PA 16830

PROTHONOTARY

By: ________________
Prothonotary(or Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee of Unifund CCR Partners., assignee of Direct Merchants Bank

NO. 2004-00049CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

Phyllis E. and Cecil B. Beish, jointly and severally

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: ( ) Plaintiff (X) Defendant ( ) Garnishee

You are hereby notified that the following Order or Judgment was entered against you on April 22, 2004.

(X) Assumpsit Judgment in the amount of $7,040.06, 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.

(X) Entry of Judgment

( ) Court Order
( ) Non-Pros
( ) Confession
(X) Default
( ) Verdict
( ) Arbitration Award
( ) Other

Phyllis E. Beish
511 Clearfield Street
Clearfield, PA 16830

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
Direct Merchants Bank
Plaintiff(s)

No.: 2004-00049-CD

Real Debt: $7,040.06

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Phyllis E. Beish
Cecil B. Beish
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: April 22, 2004

Expires: April 22, 2009

Certified from the record this April 22, 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 Direct Merchants Bank

-vs- Plaintiff(s)

Phyllis E. and Cecil B. Beish, jointly and severally

Defendant(s)

NO. 2004-00049CD
IN CIVIL ACTION

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 ICC & 6 writs to Shff
m/11:51 B1
SEP 20 2004
Atty pd. 20.00
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 Direct Merchants Bank

NO. 2004-00049CD
IN CIVIL ACTION

-vs- **Plaintiff(s)**

Phyllis E. and Cecil B. Beish, jointly and severally

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) **Phyllis E. and Cecil B. Beish**

(3) against Garnishee(s)

(4) Judgment: $7,040.06

Interest from March 23, 2004 to September 13, 2004
On $7,040.06

Amount of Interest	$196.73
Payments	$
SUBTOTAL	$7,236.79
Costs (to be added by Prothonotary)	$ 125.00 **Prothonotary costs**

APPLE AND APPLE, P.C.

Dated: 9/15/04

By: [signature]

FILED

SEP 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

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
Direct Merchants Bank

Vs. NO.: 2004-00049-CD

Phyllis E. Beish and
Cecil B. Beish, jointly and severally

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 DIRECT MERCHANTS BANK, Plaintiff(s) from PHYLLIS E. BEISH and CECIL B. BEISH, jointly and severally 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:................................ **$7,040.06**
INTEREST (from March 23, 2004 to
September 13, 2004 on $7,040.06):..... **$196.73**
PROTH. COSTS: $
ATTY'S COMM: $
DATE: 09/20/2004

PAID: **$125.00**
SHERIFF: $

OTHER COSTS: $

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee of Unifunc CCR Partners, assignee of Direct Merchants Bank

No. 2004-00049CD
IN CIVIL ACTION

-vs- Plaintiff(s)

Phyllis E. and Cecil B. Beish, jointly and severally

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
m 1:56 pm [illegible]
1 cc to atty
JAN 28 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Commonwealth Financial Systems, Inc., assignee of Unifunc CCR Partners, assignee of Direct Merchants Bank

No. 2004-00049CD
IN CIVIL ACTION

-vs- **Plaintiff(s)**

Phyllis E. and Cecil B. Beish, jointly and severally

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) **Phyllis E. and Cecil B. Beish**

(3) against Garnishee(s)

(4) Judgment:	$7,040.06
Interest from March 23, 2004 to January 23, 2005 On $7,040.06	
Amount of Interest	$347.18
Payments	$
SUBTOTAL	$7,387.24
Costs (to be added by Prothonotary)	$

APPLE AND APPLE, P.C.

Dated: 1/25/05

By: [signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16569
NO: 04-49-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC., ASSIGNEE OF UNIFUND CCR PARTNERS, ASSIGNEE
vs.
DEFENDANT: CECIL B BEISH AND PHYLLIS E. BEISH, JOINTLY AND SEVERALLY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 01/28/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/06/2005

NOT SOLD

FILED
01:42 BL
APR 06 2005 (LW)
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED CECIL B. BEISH

DEPUTIES UNABLE TO LEVY, CECIL B. BEISH, DEFENDANT, ELDERLY LIVING WITH SONS HAS NO PROPERTY TO LEVY ON EVERYTHING OWNED BY SONS.

@ SERVED PHYLLIS E. BEISH

DEPUTIES INFORMED PHYLLIS E. BEISH DECEASED.

@ SERVED

RETURN WRIT AS NO SALE ON THE DEFENDANTS PERSONAL PROPERTY. NOTHING OF VALUE TO LEVY.

ΠƠ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16569
NO: 04-49-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC., ASSIGNEE OF UNIFUND CCR PARTNERS, ASSIGNEE
vs.
DEFENDANT: CECIL B BEISH AND PHYLLIS E. BEISH, JOINTLY AND SEVERALLY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS	**$58.37**		
SURCHARGE	**$40.00**	**PAID BY**	**ATTORNEY**

So Answers,

Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

Chester A. Hawkins
Sheriff

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 Direct Merchants Bank

Vs. NO.: 2004-00049-CD

Phyllis E. Beish and
Cecil B. Beish, jointly and severally

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 DIRECT MERCHANTS BANK, Plaintiff(s) from PHYLLIS E. BEISH and CECIL B. BEISH, jointly and severally 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:................................ **$7,040.06**
INTEREST (from March 23, 2004 to September 13, 2004 on $7,040.06):..... **$196.73**
PROTH. COSTS: $
ATTY'S COMM: $
DATE: 09/20/2004

PAID: **$125.00**
SHERIFF: $

OTHER COSTS: $

William A. Shaw BD
William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28th day
of January A.D. 2005
At 2:30 A.M.(P.M)

Chester A. Hawkins
Sheriff By Cynthia Butler-Aughenbaugh

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

1-28-05 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary William A. Shaw BD

PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION

NAME CECIL B. BEISH NO. 04-49-CD

NOW, April 06, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Cecil B Beish And Phyllis E. Beish, Jointly And Severally to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.37
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	9.00
TOTAL SHERIFF COSTS	**$58.37**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	7,040.06
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	196.73
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$7,460.16**

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	58.37
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	**$183.37**
TOTAL COSTS	**$7,460.16**

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

FILED

APR 06 2005

William A. Shaw
Prothonotary/Clerk of Courts