

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO. 04-327-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

RHONDA FRANTZ

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
Telephone: 412-682-1466
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FILED

MAR 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

**COMMONWEALTH FINANCIAL
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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.

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

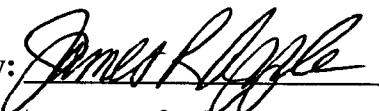
COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Direct Merchants Credit Card Bank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the 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 and Affidavit is attached hereto as Exhibit "A1-2".
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 316 S. State Street, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by 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. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. 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.
9. Plaintiff avers that the balance due amounts to \$5,255.14, 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.
10. Plaintiff avers that the interest has accrued at the rate of 18.00% per annum on the balance due from June 19, 2002.
11. Per the term 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 amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the principal amount of \$5,255.14, with appropriate additional interest from June 19, 2002, 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 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.

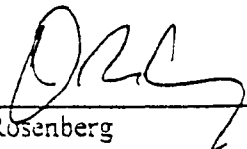
Executed on 4 June 2002.

UNIFUND CCR PARTNERS

By Credit Card Receivables Fund, Inc.

Its General Partner

By


 David Rosenberg
 President

For Unifund Use ONLY

10

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


 A152

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 RHONDA FRANTZ, Account Number 5458000434045221, the amount of \$3932.47 (principal balance in the amount of \$3932.47 plus interest at the contract rate. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the contract rate.

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

DATED this Friday, October 18, 2002.



UNIFUND CCR PARTNERS

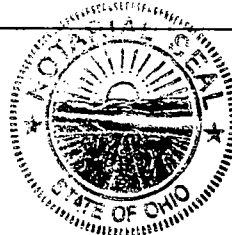
By: Bharati Lengade Media Supervisor
Title

11802 Conrey Road Cincinnati, OH 45249
Address

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

Client # 448

My commission expires



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

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 CARDS 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.

CANCELLATION 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 21272, Tulsa, Oklahoma 74121-1722.

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 the currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

APPLICABLE LAW

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

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First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21221, 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 21272, Tulsa, Oklahoma 74121-1722 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 part of your bill that we 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 full \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

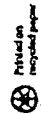
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (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.

A-2889 (7/86)

(6)



Printed on recycled paper



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 we 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 checkered Card Center 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

(1)

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 5300, Louisville, KY 40245-5300.

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 prenotification 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 number and written amount; (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 presentation; 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.

(2)

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 amount is the average daily balance for purchases and cash advances.

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.34%, which corresponds to an ANNUAL PERCENTAGE RATE of 16.08%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.52%. 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 13.0% 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 unclassified by your bank or other financial institution.

RESEARCH CHARGES

You agree to pay \$15 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.

(3)

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, judgment 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 attorney's 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 attorney's fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

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

CARD RENEWAL

Cards are issued with an expiration date. We have the right 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 21272, Tulsa, Oklahoma 74121-1272. 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 amount owed but not yet billed to you. If you do not pay as 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.

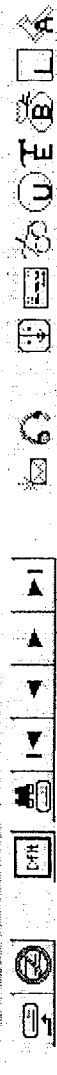
LIABILITY FOR UNAUTHORIZED USE

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 are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21272, Tulsa, Oklahoma 74121-1272. 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

(4)



Debtmaster Window



Debtor ID 688825 Type Consumer SSN 206-52-5927 DL ST
 Name RHONDA FRANTZ

Account Details Window

ID 688825 Debt Type CCD Service Date 10/23/1997
 Status 311-Atty handling for CFSI Coll Plan 007 Last Charge Date
 Date 10/21/2003 Fee Plan AAA First Delinquency 05/31/2001
 Ctr ID 4335 Cont Plan UNI Charge Off Date
 Orig Ctr DIRECT MERCHANTS CREDI List Date 06/18/2002
 Ctr Ref No U0063540 Int Rate 18.00 Int Calc Date 06/18/2002
 Bureau Report Last Report 11/10/2003 Last Pmt Date
 Debt Descr
 Comments 5458000434045221

| | Original | Accrued | Adjustments | Paid | Balance |
|----------------|------------|------------|-------------|--------|------------|
| Principal | \$3,932.47 | | \$0.00 | \$0.00 | \$3,932.47 |
| Interest | \$217.27 | \$1,105.40 | \$0.00 | \$0.00 | \$1,322.67 |
| 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 |
| EXHIBIT | | | | | |
| | | | | | \$5,255.14 |

Attorney ID 1013
 Name James Apple, Esquire
 Firm Apple & Apple, PC
 Address 4550 Baum Blvd
 Pittsburgh, PA 15213
 800-477-2775
 412-682-3138

Transit No
 Acct No
 Name
 Address
 Phone
 Details

Perform Action Code:

Action Details:

Warning (45 characters only)

Warning

Log

Cancel

OK

Cancel

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.

2-18-04
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100926

CFSI File No. 68825
Rhonda Frantz

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC.

Sheriff Docket #

15292

VS.

04-327-CD

FRANTZ, RHONDA

COMPLAINT

SHERIFF RETURNS

NOW MARCH 10, 2004 AT 10:13 AM SERVED THE WITHIN COMPLAINT ON RHONDA FRANTZ, DEFENDANT AT RESIDENCE, 316 S. STATE ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA FRANTZ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

| Cost | Description |
|-------|----------------------------------------|
| 32.25 | SHERIFF HAWKINS PAID BY: ATTY CK# 1517 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 1518 |

Sworn to Before Me This

5th Day Of May 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harn
Chester A. Hawkins
Sheriff

FILED

0/3:35 PM
MAY 05 2004

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 Credit Card Bank**

**NO. 2004-327-CD
IN CIVIL ACTION**

Rhonda Frantz

-vs- Plaintiff(s)

Defendant(s)

**PRAECIPE FOR DEFAULT
JUDGMENT
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 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

JUN 01 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 Credit Card Bank**

-vs- *Plaintiff(s)*

**NO. 2004-327-CD
IN CIVIL ACTION**

Rhonda Frantz

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 \$8,388.20, computed as follows:

| | |
|--------------------------------------------------------------|------------|
| Amount named in Complaint | \$5,255.14 |
| Interest from June 19, 2002 to May 19, 2004 on \$5,255.14 | \$1,819.28 |
| Attorney fees | \$1,313.78 |
| TOTAL | \$8,388.20 |

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 May 6, 2004 by regular mail, postage prepaid and, addressed as follows:

Defendant: Rhonda Frantz
 316 S. State Street
 Du Bois PA 15801

APPLE AND APPLE, P.C.

Dated: 5/24/04

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 DIRECT MERCHANTS CREDIT
CARD BANK

NO. 2004-327 CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

RHONDA FRANTZ

Defendant(s)

Rhonda Frantz
316 S. State Street
Du Bois, PA 15801

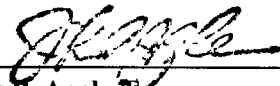
Date of Notice: May 6, 2004

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

FILED
IN 2:04 ss. pd. 20.00
Noted to Of. about 6 days -
JUN 01 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 Credit Card Bank**

**NO. 2004-327-CD
IN CIVIL ACTION**

Rhonda Frantz -vs- *Plaintiff(s)*

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 \$8,388.20, 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.

☒ Entry of Judgment

☐ Court Order

☐ Non-Pros

☐ Confession

☒ Default

☐ Verdict

☐ Arbitration Award

☐ Other

Rhonda Frantz
316 S. State Street
Du Bois, PA 15801

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 Credit Card Bank
Plaintiff(s)

No.: 2004-00327-CD

Real Debt: \$8,388.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rhonda Frantz
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 1, 2004

Expires: June 1, 2009

Certified from the record this 1st day of June, 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

THE HONORABLE FREDRIC J. AMMERMAN, PRESIDING

THURSDAY, MARCH 11, 2004:

| | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1:30 | IN RE: PRIVATE ROAD, GOSHEN TOWNSHIP No. 04-238-CD Proceeding to Open Private Road | Peter F. Smith, Esquire |
| 2:00 | DUBROOK, INC. vs. RICHARD BLOSE No. 02-1770-CD Plaintiff's Second Motion for Sanctions | Ronald T. Elliott, Esquire |
| 2:30 | LARRY F. SMYERS vs. MID-EAST OIL COMPANY No. 03-1598-CD Defendant's Preliminary Objections to Amended Complaint and Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's Request for Admissions | Matthew B. Taladay, Esquire Nathaniel C. Parker, Esquire |

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

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

Plaintiff(s)

-vs-

RHONDA FRANTZ

Defendant(s)

**NO. 2004-327 CD
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 *cc*
Le writes to
SEP 23 2004 *shff*
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 CREDIT
CARD BANK

NO. 2004-327 CD
IN CIVIL ACTION

-vs- Plaintiff(s)

RHONDA FRANTZ

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) **Rhonda Frantz**

(3) against Garnishee(s)

(4) Judgment: \$8,388.20

Interest from May 20, 2004 to September 10, 2004

On \$8,388.20

Amount of Interest \$151.67

Payments \$

SUBTOTAL \$8,539.87

Costs (to be added by Prothonotary) \$ 125.00 **Prothonotary costs**

APPLE AND APPLE, P.C.

Dated: 9/21/04

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 Direct Merchants Credit Card Bank

Vs.

NO.: 2004-00327-CD

Rhonda Frantz

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 CREDIT CARD BANK, Plaintiff(s) from RHONDA FRANTZ, 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:.....\$8,388.20
INTEREST from May 20, 2004 to
September 10, 2004 on \$8,388.20:.....\$151.67
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 09/23/2004

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

DOCKET # 16577
NO: 04-327-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ET AL
vs.
DEFENDANT: FRANTZ, RHONDA

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 09/23/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 12/09/2005

DETAILS

@ SERVED RHONDA FRANTZ
NOTHING TO LEVY, NO PERSONAL PROPERTY IN DEFENDANTS NAME.

@ SERVED
NOW, DECEMBER 9, 2005 RETURN THE WRIT AS NO SALE HELD NO PROPERTY TO LEVY, TIME EXPIRED.

FILED
013:116/01
DEC 09 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16577

NO: 04-327-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. ASSIGNEE OF UNIFUND CCR PARTNERS ET AL
VS.

DEFENDANT: FRANTZ, RHONDA


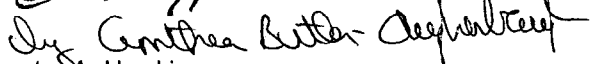
WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$101.48

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



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 Credit Card Bank

Vs.

NO.: 2004-00327-CD

Rhonda Frantz

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 CREDIT CARD BANK, Plaintiff(s) from RHONDA FRANTZ, 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:.....\$8,388.20

PAID:.....\$125.00

INTEREST from May 20, 2004 to

SHERIFF: \$

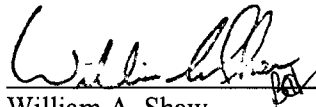
September 10, 2004 on \$8,388.20:.....\$151.67

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 09/23/2004



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 23rd day
of September A.D. 2004
At 3:45 A.M./P.M.

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

Christopher A. Hester
Sheriff by Cynthia Butler-Aughenbaugh

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME RHONDA FRANTZ

NO. 04-327-CD

NOW, December 09, 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 Frantz, Rhonda 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 SERVICE | 9.00 |
| MILEAGE LEVY | 14.25 |
| MILEAGE POSTING | 14.25 |
| HANDBILLS | |
| COMMISSION | 0.00 |
| POSTAGE HANDBILLS DISTRIBUTION | 1.48 |
| ADVERTISING | |
| ADD'L SERVICE | |
| ADD'L POSTING | |
| ADD'L MILEAGE | 28.50 |
| ADD'L LEVY | |
| BID AMOUNT | |
| RETURNS/DEPUTIZE COPIES | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | |
| MISCELLANEOUS | 9.00 |
| TOTAL SHERIFF COSTS | \$101.48 |

| | |
|--------------------------------|-------------------|
| DEBT-AMOUNT DUE | 8,388.20 |
| INTEREST @ % | 0.00 |
| FROM TO | |
| PROTH SATISFACTION | |
| LATE CHARGES AND FEES | |
| COST OF SUIT-TO BE ADDED | |
| FORECLOSURE FEES | |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | 20.00 |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| PROPERTY INSPECTIONS | |
| INTEREST | 151.67 |
| MISCELLANEOUS | |
| TOTAL DEBT AND INTEREST | \$8,786.35 |

COSTS:

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

| | |
|---------------------|-------------------|
| SHERIFF COSTS | 101.48 |
| LEGAL JOURNAL COSTS | 0.00 |
| PROTHONOTARY | 125.00 |
| MORTGAGE SEARCH | |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$226.48 |
| TOTAL COSTS | \$8,786.35 |

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

In the Court of Common Pleas of Clearfield County, Pennsylvania

Civil Division

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

Plaintiff

Vs.

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee (s)

File No: 2004-327-CD

Praeipce for Entry of Appearance

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

Date:

5-3-04

Signature:

Patricia A. Lobb, Esq.

Print Name:

Patricia A. Lobb, Esq.

Address: 120 N. Keyser Avenue
Scranton, PA 18504

Telephone No: (570) 347-1115 ext. 202

Supreme Court ID No: 39688

FILED NO CC
MAY 09 2006
13:08
UN

William A. Shaw
Prothonotary/Clerk of Courts

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

Commonwealth Financial Systems, Inc.

Plaintiff

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

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

No. 2004-327-CD

Defendant(s)

vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

PRAECIPE 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 Clearfield County, Pennsylvania;

(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)

(3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

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): 206-52-5927;**

(5)

Judgment Amount

\$ 8,388.20

Interest

964.62

Clerks Fee

20.00

Sheriff

100.00

Poundage

9,472.82

Total

145.00

Dated

5-3-06

Prothonotary costs

FILED

MAY 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

Patricia A. Cobb, Esq.
Attorney for Plaintiff

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

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

Rhonda Frantz
3165 State St.
Dubois, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Dubois, PA 15801

Garnishee

Commonwealth of Pennsylvania, County of Clearfield
TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Rhonda Frantz

In the Court of Common Pleas of

Clearfield
Civil Division

County, Pennsylvania

No: 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Please SUE 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 200-52-5927

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

First Commonwealth 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 5-3-04

(Seal)

Patricia A. Cobb, Esq.

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

Judgment Amount

\$ 8,388.20

Interest

964.02

Clerk's Fee

20.00

Sheriff

100.00

Poundage 2%

Total

9,472.82

Prothonotary costs

145.00

Willie L. Hester
Clerk of Judicial Records

Sheriff / Deputy

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

Plaintiff

vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

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

No. 2004-327-CD

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

State of Pennsylvania
County of Clearfield } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; 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): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.


Patricia A. Cobb, Esquire

Subscribed before me this

3rd

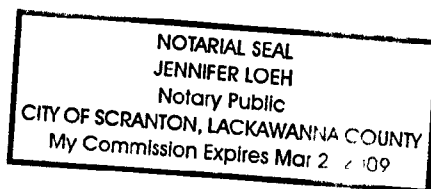
day of

May

20

06

Jennifer Loeh - Notary Public



FILED ICC SHF
10/3:15/06
MAY 09 2006 

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED

MAY 12 2006

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

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

No: 2004-327-CD

Plaintiff

Vs

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

FILED

MAY 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

Interrogatories in Attachment

Defendant(s)

Vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 15801

Garnishee

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property. For all answers to this and the foregoing Interrogatories, see exhibit "A" attached hereto and made a part hereof.
- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?
- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.

By



Patricia A. Cobb, Esquire
120 N Keyser Ave
Scranton, PA 18504
570-347-1115 Ext. 202

EXHIBIT "A"
ANSWERS TO INTERROGATORIES


1. Yes, checking account number 0622520672 into Rhonda J. Frantz, SS#206-52-5927 with a current balance of zero.
2. See #1 above
3.

| | |
|---------------|----------|
| April 2006 | \$-16.02 |
| March 2006 | \$50.77 |
| February 2006 | \$55.44 |
| January 2006 | \$642.51 |
| December 2006 | \$174.50 |
| November 2006 | \$280.76 |
4. No
5. No
6. No
7. No
8. N/A
9. All of the above

VERIFICATION

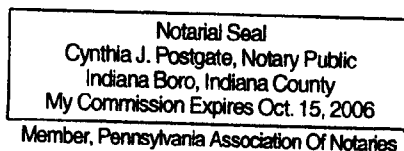
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Indiana*)

On this 16th day of May 2006 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES A. BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.


James A. Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 11th day of May 2006

Cynthia Hotgats
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101517
NO: 04-327-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.
vs.
DEFENDANT: RHONDA FRANTZ
TO: FIRST COMMONWEALTH BANK

SHERIFF RETURN

NOW, May 11, 2006 AT 2:45 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK DEFENDANT AT 690 SHAFFER ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER TAMI, TELLER SERVICES SUPERVISOR A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
01310330
MAY 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|-------------|---------|--------|
| SURCHARGE | COMM.FINAN. | 19379 | 10.00 |
| SHERIFF HAWKINS | COMM.FINAN. | 19379 | 36.80 |

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Mandy Harris

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

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

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

No. 2004-327-CD

Defendant(s)

vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

PRAECIPE 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 Clearfield County, Pennsylvania;

(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)

(3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

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): 206-52-5927;

| | | |
|-----|-----------------|--------------------|
| (5) | Judgment Amount | \$ <u>8,388.20</u> |
| | Interest | <u>964.62</u> |
| | Clerks Fee | <u>20.00</u> |
| | Sheriff | <u>100.00</u> |
| | Poundage | |
| | Total | <u>9,472.82</u> |

Dated

5-3-06

Prothonotary costs

I hereby certify this to be a true and attested copy of the original statement filed in this case

145.00

Patricia A. Cobb, Esq.
Attorney for Plaintiff

MAY 09 2006

Attest:

William E. Shaw
Prothonotary/
Clerk of Courts

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

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

Rhonda Frantz
3105 Skete St.
Dubois, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Dubois, PA 15801

Garnishee

Commonwealth of Pennsylvania, County of Clearfield
TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Rhonda Frantz

In the Court of Common Pleas of

Clearfield County, Pennsylvania
Civil Division

No: 2004-327-CV

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

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 200-52-5927

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

First Commonwealth 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 5-3-04
(Seal)

Patricia A. Cobb, Esq.

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

Rec'd 5-10-04 @ 3:00pm
Christen A. Hankins
Clk. Mandy. Hann

| | |
|--------------------|--------------------|
| Judgment Amount | \$ <u>8,388.20</u> |
| Interest | <u>964.02</u> |
| Clerk's Fee | <u>20.00</u> |
| Sheriff | <u>100.00</u> |
| Poundage 2% | |
| Total | <u>9,472.22</u> |
| Prothonotary costs | <u>145.00</u> |

Will. H. Hays
Clerk of Judicial Records

Sheriff / Deputy

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

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

Rhonda Franz
3165 Skate St.
Dubois, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shafter Rd
Dubois, PA 15801

Garnishee

Commonwealth of Pennsylvania, County of Clearfield
TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against : Rhonda Franz

In the Court of Common Pleas of

Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Please SUE 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 200-52-5927

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

First Commonwealth 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

5-3-04

(Seal)

Patricia A. Cobb, Esq.

Patricia A. Cobb, Esquire PA Bar ID 39688

120 North Keyser Avenue

Scranton, PA 18504

570-347-1115 Ext. 202

Rec'd 5-10-04 @ 3:00 PM

Chester A. Hawkins, Sheriff

by Marilyn Hamer

Judgment Amount

\$ 8,388.20

Interest

964.62

Clerk's Fee

20.00

Sheriff

120.00

Poundage 2%

16.78

Total

9,472.82

Prothonotary costs

145.00

Willie L. Hamer
Clerk of Judicial Records

Sheriff / Deputy

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

Vs.

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 15801

Garnishee

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

No: 2004-327-CD

: **Praeipce to Dissolve the Attachment**
: **Against Garnishee.**

FILED ^{NO CC}
MAY 30 2006 ^{pd 7.00}

William A. Shaw
Prothonotary/Clerk of Courts (6R)

To the Prothonotary of Clearfield County Pennsylvania:

Please enter the above Praeipce to Dissolve the Attachment Against Garnishee.

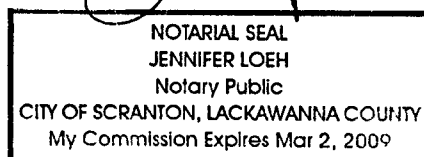
Thank you,

Patricia A. Cobb, Esq.

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

Sworn and subscribed before me on this 24th day of May 2006

Jennifer Loeh
Jennifer Loeh, Notary Public



In the Court of Common Pleas of Clearfield, County Pennsylvania

Civil Division

FILED ^{NoCC}
m 12:33/SD
DEC 17 2007 (62)

William A. Shaw
Prothonotary/Clerk of Courts

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

Plaintiff

File No: 2004-327-CD

Vs.

Rhonda Frantz
316 State St.
DuBois, PA 15801

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Praeipie for Entry of Appearance

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

Date: 12.13.07

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

PA Supreme Court Rule of Civil Procedure 3101 to 3149

Commonwealth Financial Systems, Inc.

Plaintiff

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

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

No. 2004-327-CD

vs

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

PRAECIPIE FOR WRIT OF EXECUTION AND
ATTACHMENT (MONEY JUDGMENT)

Amend & Reissue

Garnishee

Reissue

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

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
(2) Against RHONDA FRANTZ, 316 S STATE ST. DU BOIS, PA 15801

Defendant(s)

- (3) And against First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

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): 206-52-5927;**

(5) Judgment Amount \$8,388.20
Interest 1,761.48
Clerks Fee 172.00
Sheriff _____
Poundage _____
Total _____

Prothonotary costs

Dated 12.13.07

FILED
DEC 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

(CK)

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

120 N Keyser Ave
Scranton, PA 18504
570-347-1115

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

Plaintiff

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

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

No. 2004-327-CD

Writ of Execution (Money Judgment)

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or rights.

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

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Name

Address

Telephone Number

Writ of Execution – (Money Judgment)
PA RCP 3101 to 3149

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

Plaintiff

Vs.

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

v.s.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

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

NO. 2004-327-CD

Writ of Execution (Money Judgment)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment
3. Most wages and unemployment benefits
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF Clearfield County:

WRIT OF EXECUTION – CLAIM FOR EXEMPTION

To the Sheriff of **Clearfield** County, Pennsylvania:

I, the defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
- a. I desire that my \$300.00 statutory exemption be
[] (1) Set aside in kind (specify property to be set aside in kind):

[] (2) paid in cash following the sale of the property levied upon; or
- b. I claim the following exemption (specify property and basis for exemption)

- (2) From my property which is in the possession of a third party, I claim the following exemptions:
- a. My statutory exemption: [] in cash; [] in kind (specify property): _____

- b. Social Security Benefits on deposit in the amount of
\$ _____.
- c. Other (specify amount and basis of exemption)
\$ _____

I request a court hearing to determine the exemption. Notice of hearing should be given to me at:

(Address)

(Telephone Number)

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

Date: _____
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF **Clearfield** COUNTY

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

Vs

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Defendant(s)

Vs

First Commonwealth Bank
690 Shaffer St.
Du Bois, PA 1501

Garnishee

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

No: 2004-327-CD

Interrogatories in Attachment

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.
- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?
- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.

By


Patricia A. Cobb, Esquire

120 N Keyser Ave

Scranton, PA 18504

570-347-1115 Ext. 202

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Clearfield County, PA
Civil Division

No: 2004-327-CO

Return Of Service of Process

Service Attempts:

Date: _____

Time: _____

Date: _____

Date: _____

Person Served: _____

Date: _____

Relation: _____

Date: _____

Place of Service: _____

Date: _____

Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

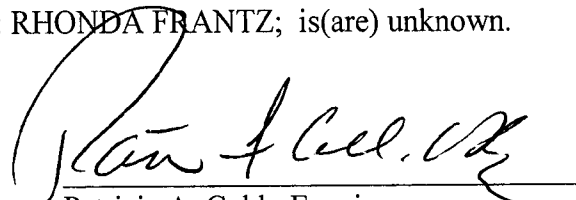
Affidavit under Soldiers and Sailors Relief
Civil Relief Act of 1940 as amended.

State of Pennsylvania
County of Clearfield } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; 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;

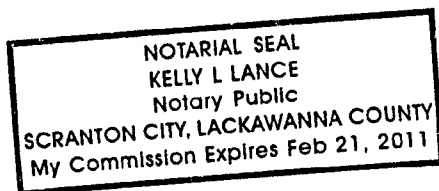
That the defendant(s): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.


Patricia A. Cobb, Esquire

Subscribed before me this 13th day of December 2004


Kelly L. Lance - Notary Public



Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

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

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Amend & Reissue

Commonwealth of Pennsylvania, County of Clearfield,
TO THE SHERIFF OF Clearfield County, Pennsylvania:
To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

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 206-52-5927

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

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

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

12.13.07

(Seal)

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

Judgment Amount

\$ 8,388.20

Interest

1,761.48

Clerk's Fee

Prothonotary costs 172.00

Sheriff

Poundage 2%

Total

William L. Shaffer
Clerk of Judicial Records

12/17/07

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103547
NO: 04-327-CD
SERVICE # 1 OF 1
AMEND & REISSUE WRIT OF

EXECUTION/INTERROGATORIES

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.

VS.

DEFENDANT: RHONDA FRANTZ

TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

NOW, January 11, 2008 AT 10:30 AM SERVED THE WITHIN AMEND & REISSUE WRIT OF EXECUTION/INTERROGATORIES ON FIRST COMMONWEALTH BANK, Garnishee DEFENDANT AT 690 SHAFFER ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE LERCH, CUSTOMER SERVICE REP. A TRUE AND ATTESTED COPY OF THE ORIGINAL AMEND & REISSUE WRIT OF EXECUTION/INTERROGATORIES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED

JAN 14 2008
10/3:30/1
William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|--------------|---------|--------|
| SURCHARGE | COMMONWEALTH | 33676 | 10.00 |
| SHERIFF HAWKINS | COMMONWEALTH | 33676 | 37.60 |

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

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

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Amend & Reissue

Commonwealth of Pennsylvania, County of Clearfield,

TO THE SHERIFF OF Clearfield County, Pennsylvania:

To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

Please Seize 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 206-52-5927

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

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s) per property description.

Received 17 day
of Dec 2007
At 3:00 PM

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed. Sheriff by Mandy Hamer

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 12.13.07
(Seal)

Judgment Amount \$ 8,388.20
Interest 1,761.48
Clerk's Fee Prothonotary costs 172.00
Sheriff _____
Poundage 2% _____
Total _____

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

William L. Hays
Clerk of Judicial Records

12/17/07

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

Commonwealth Financial Systems, Inc.

Plaintiff :

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

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

No. 2004-327-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Amend & Reissue

Commonwealth of Pennsylvania, County of Clearfield,
TO THE SHERIFF OF Clearfield County, Pennsylvania:
To satisfy the judgment, interest and costs against :

RHONDA FRANTZ, 316 S STATE ST, DU BOIS, PA 15801, Defendant(s)

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 206-52-5927

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

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee(s) per property description.

Received this 17 day
of Dec 2007
at 3:00 PM

Confessed Judgment by Complaint:

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

Clifton A. Hawley
by *Marilyn Hamr*

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

12.13.07
(Seal)

Judgment Amount

\$ 8,388.20

Interest

1,761.48

Clerk's Fee

Prothonotary costs 172.00

Sheriff

Poundage 2%

Total

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

Clerk of Judicial Records

William L. Shaffer 12/17/07

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

FILED NO CC
m 19:43/01
JAN 22 2008 (62)

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

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

William A. Shaw
Prothonotary/Clerk of Courts

No: 2004-327-CD

RECEIVED
JAN 14 2008

Vs

Rhonda Frantz
316 S State St.
Du Bois, PA 15801

Defendant(s)

Interrogatories in Attachment

Vs

First Commonwealth Bank
690 Shaffer St.
Du Bois, PA 1501

Garnishee

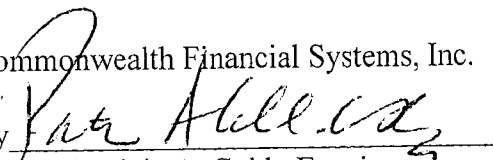
For all answers to this and the
foregoing Interrogatories, see
Exhibit "A" attached hereto and
made part of hereof.

RE: Execution of Judgment against your depositor Rhonda Frantz SSN#206-52-5927.

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.
- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank account(s) identified in Interrogatory #1?
- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?
- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?
- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or at any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) Identify every other account (not previously noted) titled in the name of Defendant(s) in which you believe Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 9) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Commonwealth Financial Systems, Inc.
By 
Patricia A. Cobb, Esquire
120 N Keyser Ave
Scranton, PA 18504
570-347-1115 Ext. 202

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

Clearfield County, PA
Civil Division

Vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant

No: 2004-327-CD

Vs.

First Commonwealth Bank
690 Shaffer Rd
Du Bois, PA 1501

Garnishee

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

120 North Keyser Avenue
Scranton, PA 18504

Plaintiff

vs.

RHONDA FRANTZ
316 S STATE ST
DU BOIS, PA 15801

Defendant(s)

Clearfield County, Pennsylvania
Civil Division

No. 2004-327-CD

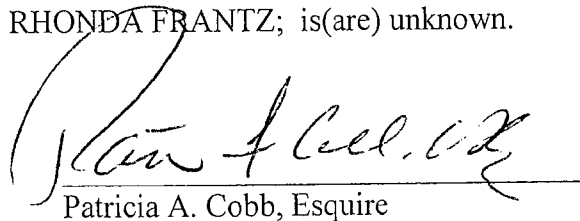
Affidavit under Soldiers and Sailors Relief
Civil Relief Act of 1940 as amended.

State of Pennsylvania
County of Clearfield } SS:

Patricia A. Cobb, Esquire being duly sworn according to law deposes and says that the above named defendant(s): RHONDA FRANTZ; 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): RHONDA FRANTZ; is(are) older than eighteen years of age;

That the employment status of the defendant(s): RHONDA FRANTZ; is(are) unknown.


Patricia A. Cobb, Esquire

Subscribed before me this 13th day of December 20 04


Kelly L Lance - Notary Public

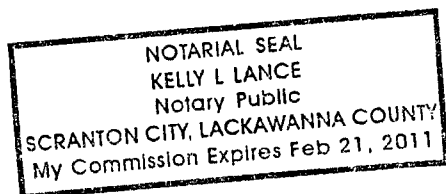


EXHIBIT "A"
ANSWERS TO INTERROGATORIES

1. Yes, checking account number 0622520672 into Rhonda J. Frantz with a current balance of zero.
2. See #1 above
3.

| | |
|----------------|----------|
| January 2008 | \$ 12.50 |
| December 2007 | \$ 4.29 |
| November 2007 | \$ 9.05 |
| October 2007 | \$ 1.77 |
| September 2007 | \$ 7.32 |
4. No
5. No
6. No
7. No
8. None
9. All of the above

VERIFICATION

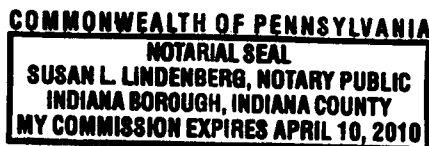
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF INDIANA)

On this 15th day of January 2008 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

James Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 5th day of January 2008


Notary Public



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

No: 2004-327-CD

Defendant

FILED *per \$1.00 Aff*
m/11:30 am
 JAN 25 2008 *ICC to Piff*

NOTARIAL SEAL
KELLY L LANCE
Notary Public
SCRANTON CITY, LACKAWANNA COUNTY
My Commission Expires Feb 21, 2011

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial
Systems, Inc.

Plaintiff

vs.

Rhonda Frantz

Defendant

CIVIL DIVISION


NO: 2004-327-CD

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Please issue writ of revival of lien of judgment entered at this Court at
2004-327-CD and enter it in the judgment index against Rhonda Frantz in the amount of
\$8,388.20 with interest from May 19, 2004.

Commonwealth Financial Systems, Inc.



Patricia A Cobb, Esquire
Attorney I.D. No: 39688
Attorney for Plaintiff

FILED
m/2-4364
William A. Shaw
Prothonotary/Clerk of Courts
Piff pd \$20.00
2cc + 2 wnts to Amy
(60)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial
Systems, Inc.

Plaintiff

vs.

Rhonda Frantz

Defendant

CIVIL DIVISION

NO: 2004-327-CD

WRIT OF REVIVAL

Rhonda Frantz:

- (1) You are notified that the plaintiff has commenced a proceeding to revive the Lien of the judgment entered at the Court of Common Pleas of Clearfield County at Judgment Number 2004-327-CD.
- (2) The plaintiff claims that the amount due and unpaid is \$8,388.20 with interest from May 19, 2004.
- (3) You are required within twenty days after service of this writ to file an answer Or otherwise plead to this writ. If you fail to do so, a judgment of revival in the amount claimed by the plaintiff may be entered without a hearing and you may lose important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU CAN NOT AFFORD TO HIRE A LAWYER, PLEASE CONTACT YOUR LOCAL LEGAL SERVICE ASSOCIATION.

Date: 8/28/08

William L. [Signature]
Name of Prothonotary or Clerk

By _____
Deputy