

04-660-CD
NAPUS FEDERAL CREDIT UNION vs. ELIZABETH M. JENKINS

Napus Federal Credit U. vs Elizabeth Jenkin
2004-660-CD

Jay C. Scheinfield, Esq.
Atty. I.D. #23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

NAPUS FEDERAL CREDIT UNION 12 Herbert Street – P. O. Box 148 Alexandria, VA 22313-0148	:	COURT OF COMMON PLEAS CLEARFIELD COUNTY PENNSYLVANIA
Plaintiff	:	CIVIL ACTION - LAW
vs.	:	
ELIZABETH M. JENKINS, a/k/a ELIZABETH M. PETERS 1330 Barrett Road Woodland, PA 16881-9782	:	NO. 04-1660-CJ
Defendant	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an 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.

**David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982**

FILED

MAY 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS
LAW FIRM IS DEEMED TO BE A DEBT
COLLECTOR ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.**

Jay C. Scheinfield, Esquire
Atty. I.D. #23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

Attorney for Plaintiff

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P. O. Box 148
Alexandria, VA 22313-0148

Plaintiff

vs.

ELIZABETH M. JENKINS, a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant

: COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PENNSYLVANIA

: CIVIL ACTION - LAW

:

: NO.

:

COMPLAINT

1. Plaintiff, NAPUS FEDERAL CREDIT UNION is a corporation organized and existing under the laws of the Commonwealth of Virginia, with a principal place of business located in Alexandria, VA 22313.

2. Defendant, ELIZABETH M. JENKINS, a/k/a ELIZABETH M. PETERS, is an adult individual residing at 1330 Barrett Road, Woodland, PA 16881.

3. On or about December 30, 1987, Plaintiff entered into an agreement by which it was provided that credit would be extended to Defendant who would repay Plaintiff pursuant thereto being Visa Gold account number 0448902. True and correct copies of the account application and credit agreement are attached hereto, made a part hereof, and collectively marked Exhibit "A".

5. Defendant made use of said credit, and the present balance owed Plaintiff is shown below, but Defendant has failed to repay the same as agreed despite demand.

6. Because of the foregoing, there is now due the following sums:

Unpaid Balance:	\$4,182.74
Less Credits:	\$ 0.00
Reasonable Attorney's Fees	<u>\$ 627.41</u>
Not in Excess of 15% of	
Balance	
Total Amount Due	\$4,810.15

WHEREFORE, Plaintiff demands judgment against Defendant in the aforesaid total amount of Four Thousand Eight Hundred Ten and 15/100 (\$4,810.15) Dollars, plus court costs and interest at 10.9% from September 13, 2003.

Date: 5/10/04



JAY C. SCHEINFELD, ESQUIRE
Attorney for Plaintiff

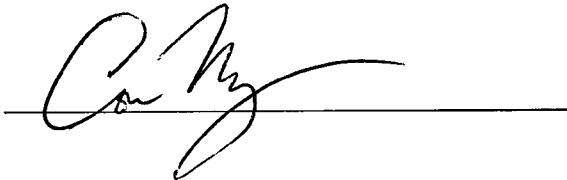
VERIFICATION

I, Conor Mulvey, state that I am the Collection Counselor of NAPUS Federal Credit Union, the Plaintiff herein, that I am authorized to make this verification on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. Sec. 4904 providing for criminal penalties for unsworn falsification to authorities.

Date:

4/2/04



Elizabeth Peters
0000980600

EXHIBIT "A"



application

 Individul Account Joint Account

Member Acc

Number

9800-00

Co-Applicant Account Number

If you are applying for credit in your name only, do not complete portion on co-applicant.

APPLICANT NAME (LAST-FIRST-MIDDLE)

JENKINS Elizabeth May

CO-APPLICANT NAME (LAST-FIRST-MIDDLE)

HOME ADDRESS (STREET & NO.)

RDI Box 71A

HOW LONG?

1 YR

HOME ADDRESS (STREET & NO.)

HOW LONG?

CITY-STATE-ZIP

Clinton PA. 16640

CITY-STATE-ZIP

PREVIOUS HOME ADDRESS

312 Cherry Ave Altoona

HOW LONG?

5 yrs

PREVIOUS HOME ADDRESS

HOW LONG?

HOME PHONE NO.

814-687-4572

BIRTH DATE

09-14-51

NO. OF DEPENDENTS

0

AGES

HOME PHONE NO.

BIRTH DATE

RELATIONSHIP TO APPLICANT

SOCIAL SECURITY NO.

171-40-8588

DRIVERS LICENSE NO. AND STATE

19224084 PA

SOCIAL SECURITY NO.

DRIVERS LICENSE NO. AND STATE

BUSINESS PHONE NO.

814-687-3685

GROSS ANNUAL INCOME

\$ 37,400.00

NET MONTHLY PAY

\$ 1250.00

BUSINESS PHONE NO.

GROSS ANNUAL INCOME

EMPLOYER

U.S.P.S.

Postmaster

POSITION

11

LEVEL

12 yrs.

EMPLOYER

POSITION

BUSINESS ADDRESS

Blainburg PA. 16619

BUSINESS ADDRESS

PREVIOUS EMPLOYER

POSITION

HOW LONG?

PREVIOUS EMPLOYER

POSITION

PREVIOUS BUSINESS ADDRESS

PREVIOUS BUSINESS ADDRESS



NAPUS FEDERAL CREDIT UNION CREDIT CARD AGREEMENT

NOTICE: See reverse side for important information regarding your rights to dispute billing errors.

In this Agreement the words *you* and *your* mean each and all of those who apply for the card or who sign this Agreement. *Card* means the VISA Credit Card and any duplicates and renewals we issue. Everyone who receives, signs or uses a card issued under this Agreement must be a member of this Credit Union. *Account* means your VISA Credit Card Line of Credit account with us. *We*, *us* and *ours* means this Credit Union.

1. Responsibility. If we issue you a card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this Agreement and is also jointly responsible for all charges on the account, including yours.

2. Lost Card Notification. If you believe the Card has been lost or stolen, you will immediately call the Credit Union at: 1-800-237-2997.

3. Liability for Unauthorized Use. You understand that your total liability to the Credit Union shall not exceed \$50.00 for any Card transactions resulting from the loss, theft or other unauthorized use of the Card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the Card is used to make an electronic fund transfer.

4. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice our credit committee may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit-worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

5. Credit Information. You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by our By-Laws.

6. Monthly Payments. We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the FINANCE CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. The Minimum Payment will be either (a) 5% of your Total New Balance, or \$25, whichever is greater, or (b) your Total New Balance, if it is less than \$25 plus (c) any portion of the Minimum Payment(s) shown on prior statement(s) which remains unpaid. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply your payments first to previously billed and unpaid FINANCE CHARGE on purchases; then to previously billed and unpaid FINANCE CHARGE on cash advances; then to any credit insurance pre-

chases; and then to new purchases, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the Previous Balance of Purchases will be applied first to that balance and any FINANCE CHARGE thereon so as to avoid continuing accrual of FINANCE CHARGE on that amount. Purchases and cash advances will be paid off in the order they were posted to your account. If two or more purchases were posted on the same day, your payment will be applied to the smallest first.

7. Finance Charges. You can avoid FINANCE CHARGE on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from date they are posted to your account, will be subject to FINANCE CHARGE. Cash advances are always subject to FINANCE CHARGE from the date they are posted to your account. FINANCE CHARGE (interest) on purchases is calculated at the periodic rate of 1.16% per month (ANNUAL PERCENTAGE RATE OF 13.92%) on the average daily balances of purchases in the account. FINANCE CHARGE (interest) on cash advances is calculated at the periodic rate of 1.16% per month (ANNUAL PERCENTAGE RATE OF 13.92%) on the daily balance of cash advances in the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments you make and credits we apply, and increased by purchases and cash advances you make and debit adjustments we make during the statement period. The daily principal balances are totalled, and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied. No late charges will be applied to this account.

8. Default. You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

9. Using the Card. To make a purchase or cash advance, present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The monthly statement will identify the merchant or financial institution at which transactions were made, but sales cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

10. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1 or more.

11. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc.

98A6-00

12. Plan Merchant Disputes. We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and: (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

13. Security Interest. To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been paid for through our application of your payments in the manner described, in paragraph 6. You also pledge, as security for what you owe, all present and future shares and/or deposits in all your individual and joint credit union accounts. The credit union has the right to apply all your present and future shares and/or deposits towards the amount you owe if you are in default. Shares and/or deposits in an Individual Retirement Account or Keogh Plan Account are not subject to any right of setoff to your pledge of shares and/or deposits.

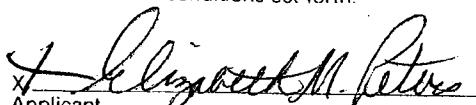
13a. Your shares in account # _____ in the amount of \$ _____, are pledged as security for your Visa Credit Line and may be used in case you default on your account.

14. Overlimit Fee. If you exceed your credit limit by 10% or more on the cycle date, you will be assessed a \$10.00 fee.

15. Effect of Agreement. This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

16. Copy Received. You acknowledge receipt of a copy of this Agreement.

I/We have read articles #13 Security Interest & 13a and fully understand the conditions set forth.


Elizabeth M. Peters 12/3/87
Applicant Date

X _____
Co-Applicant

Date

Witness

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- 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 not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

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

If we find 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 we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

Special Rule for Credit Card Purchases

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

In The Court of Common Pleas of Clearfield County, Pennsylvania

NAPUS FEDERAL CREDIT UNION

VS.

JENKINS, ELIZABETH M. a/k/a ELIZABETH M. PETERS

Sheriff Docket # 15571

04-660-CD

COMPLAINT

SHERIFF RETURNS

NOW MAY 19, 2004 AT 10:01 AM SERVED THE WITHIN COMPLAINT ON ELIZABETH M. JENKINS a/k/a ELIZABETH M. PETERS, DEFENDANT AT EMPLOYMENT, WOODLAND POST OFFICE, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELIZABETH M. PETERS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
25.50	SHERIFF HAWKINS PAID BY: ATTY CK# 3845
10.00	SURCHARGE PAID BY: ATTY CK# 3846

Sworn to Before Me This

8th Day Of June 2004
W.A. Shaw

So Answers,

Chester A. Hawkins
by *Marley & Harry*
Chester A. Hawkins
Sheriff

FILED

JUN 08 2004

WAS

William A. Shaw
Prothonotary

Jay C. Scheinfield, Esquire
Atty. I.D. No. 23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

Attorney for Plaintiff

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P. O. Box 148
Alexandria, VA 22313-0148

Plaintiff

vs.

ELIZABETH M. JENKINS, a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant (s)

: COURT OF COMMON PLEAS
CLEARFIELD COUNTY
: PENNSYLVANIA
: CIVIL ACTION - LAW
: NO. 04-660-CD

**PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF ANSWER, ASSESSMENT OF
DAMAGES AND VERIFICATION OF ADDRESS AND NON-MILITARY SERVICE**

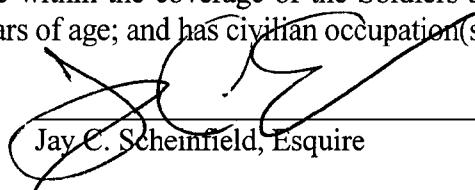
TO THE PROTHONOTARY:

Enter judgment by default for want of an answer in favor of Plaintiff and against the above-named Elizabeth M. Jenkins/ a/ka Elizabeth M. Peters only and assess as follows:

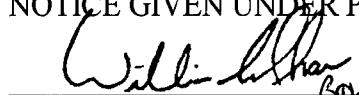
Principal	\$4,182.74
Interest @10.9% from 9/13/03 to 7/19/04	\$ 387.22
Attorney's Fee	<u>\$ 627.41</u>
Total	\$5,197.37

Understanding that false statement herein made are subject to penalty under 18 Pa. C.S. Section 4904 relating to unsworn falsification to authority, I verify that:

1. The above are the precise last-known addresses of the judgment debtor(s) and creditor.
2. The annexed notice(s) of intention to file this Praecipe was/were mailed to all parties against whom judgment is to be entered and to her record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this Praecipe.
3. The said Defendant(s), as to personal knowledge, is not in the Military Service of the United States of its Allies or otherwise within the coverage of the Soldiers and Sailors Relief Act of 1940, as amended; is/are over 18 years of age; and has civilian occupation(s).


Jay C. Scheinfield, Esquire

JUDGMENT BY DEFAULT ENTERED AND
DAMAGES ASSESSED AS ABOVE:
NOTICE GIVEN UNDER PA. R.CIV.P.236


William A. Shaw

FILED Atty. I.D. 23880
M12-04-2004 NOCC
JUL 23 2004 Notice to Def.
b/w Statement to
Prothonotary, Clerk of Courts Atty
William A. Shaw
Prothonotary, Clerk of Courts

COPY

JAY C. SCHEINFIELD, ESQUIRE
Attorney I.D. #23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

Attorney for Plaintiff

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P. O. Box 148
Alexandria, VA 22313-0148

Plaintiff

vs.

ELIZABETH M. JENKINS, a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant(s)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-660-CD

TO: ELIZABETH M. JENKINS, a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

DATE: JULY 7, 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982**



JAY C. SCHEINFELD
Attorney for Plaintiff

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR DEBT COLLECTION PURPOSES.

Jay C. Scheinfield, Esquire
Atty. I.D. #23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

Attorney for Plaintiff

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P. O. Box 148
Alexandria, VA 22313-0148

Plaintiff

vs.

ELIZABETH M. JENKINS, a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant (s)

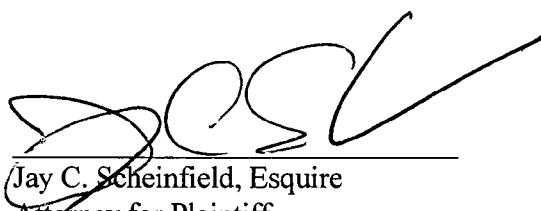
: COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PENNSYLVANIA
: CIVIL ACTION - LAW
: NO. 04-660-CD
:

CERTIFICATION OF ADDRESS

I hereby certify that the precise address of the Plaintiff is 12 Herbert Street, P. O. Box 148, Alexandria, VA 22313-0148; and the precise address of the Defendant, to the best of my knowledge, information and belief is:

1330 Barrett Road
Woodland, PA 16881-9782

Dated: 7/21/04

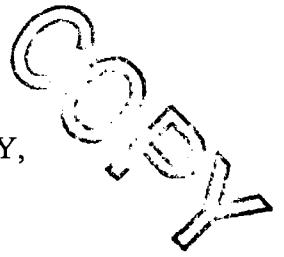


Jay C. Scheinfield, Esquire
Attorney for Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION



Napus Federal Credit Union

Vs.

No. 2004-00660-CD

Elizabeth M. Jenkins a/k/a
Elizabeth M. Peters

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$5,197.37 on the 23rd day of July, 2004.

William A. Shaw
Prothonotary

William A. Shaw

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

Napus Federal Credit Union
Plaintiff(s)

No.: 2004-00660-CD

Real Debt: \$5,197.37

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Elizabeth M. Jenkins
a/k/a Elizabeth M. Peters
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 23, 2004

Expires: July 23, 2009

Certified from the record this 23rd day of July, 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

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 04-660-CD

vs.
ELIZABETH M. JENKINS a/k/a

ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant

and
CLEARFIELD BANK & TRUST CO.
Goldenrod Office
1935 Daisy Street
Clearfield, PA 16830
Garnishee

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

FILED Atypd. 20.00
m/11/2004 1CC8
SEP 23 2004 9 writs to Shaff

TO THE PROTHONOTARY

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

William A. Shaw
Prothonotary/Clerk of Courts

(1) Directed to the Sheriff of Clearfield County, Penna.;

(2) against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters - SSN 171-40-8588

Defendant(s);

(3) and against Clearfield Bank & Trust Co.

Garnishee(s);

(4) and index this writ

(a) against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters

Defendant(s) and

(b) against

Garnishee(s).

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Check Block/s Needed

Real Estate

Personal Property Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

All personal property including a motorcycle of the Defendant located at
1330 Barrett Road, Woodland, PA 16881-9782.

(5) Amount due \$ 5,197.37
Interest from 7/23/04

125.00 **Prothonotary costs**

Total

Dated 9/17/2004

[Signature]
Plus costs
Attorney for Plaintiff(s)
NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.
Under Rule 3103 (c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.
Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.
Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a).
When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104 (b).
Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired.
See Rule 3104 (c).

No. 04-660-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NAPUS FEDERAL CREDIT UNION

vs

ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS

PRAECIPE FOR WRIT OF EXECUTION
(Money Judgments)
P.R.C.P. 3101 to 3149 etc.

Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

FILED

SEP 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

WRIT OF EXECUTION – (MONEY JUDGMENTS) Rules P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

vs.
ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant
and
CLEARFIELD BANK & TRUST CO.
Goldenrod Office
1935 Daisy Street
Clearfield, PA 16830
Garnishee

No. 04-660-CD

WRIT OF EXECUTION
(MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD CIVIL ACTION-LAW

TO THE SHERIFF OF Clearfield COUNTY, PENNA.

To satisfy the judgment, interest and costs against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters – SSN
171-40-8588

Defendant(s);

(1) You are directed upon to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

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

Clearfield Bank & Trust Co.

(Specifically describe property)

as Garnishee(s)

Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

All personal property including a motorcycle of the Defendant located at 1330 Barrett Road, Woodland, PA 16881-9782.

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 delivering 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.

Amount due \$ 5,197.37

Interest from
7/23/04 _____

Atty's. Comm. _____

Total _____

Plus costs \$ 125.00 Prothonotary costs

Dated 9/23/04
(SEAL)

Prothonotary, Court of Common Pleas of
Clearfield County, Penna.

By:

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

NAPUS FEDERAL CREDIT UNION
vs
ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS

WRIT OF EXECUTION

(Money Judgments)

Claim \$ _____
Interest from _____
Atty. Comm. _____

Costs
Prothy Paid \$ <u>125.00</u>
Judgment Fee \$ _____
Attorney \$ _____
Writ Ret. & Sat. \$ _____
Total Cost \$ _____

Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NAPAS FEDERAL CREDIT UNION	:
PLAINTIFF	:
VS.	: NO. 04-660-CD
ELIZABETH M. JENKINS A/K/A	:
ELIZABETH M. PETERS	:
DEFENDANT	:
AND	:
CLEARFIELD BANK & TRUST COMPANY	:
GARNISHEE	:

FILED
1/3/05 CB/T
DEC 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

The answer to the plaintiff's interrogatories to #1 is No.

The answer to the plaintiff's interrogatories to #2 is Yes:

as of 11/16/04 \$481.21 – Hold placed on account

11/19/04 Bankruptcy notice received

as of 12/22/04 \$682.04

The answer to the plaintiff's interrogatories to #3 is No.

The answer to the plaintiff's interrogatories to #4 is No.

The answer to the plaintiff's interrogatories to #5 is No.

The answer to the plaintiff's interrogatories to #6 is No.

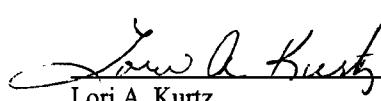
The answer to the plaintiff's interrogatories to #7 is Yes.

The answer to the plaintiff's interrogatories to #8 is:

a mortgage loan

The answer to the plaintiff's interrogatories to #9 is No.

Date December 22, 2004



Lori A. Kurtz
Collection Manager
Clearfield Bank & Trust Company

JAY C. SCHEINFIELD
Atty. I.D. No. 23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

Attorney for Plaintiff

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148

Plaintiff

vs.

ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant

and

CLEARFIELD BANK & TRUST COMPANY
Goldenrod Office
1935 Daisy Street
Clearfield, PA 16830
Garnishee

: COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
: PENNSYLVANIA

: CIVIL ACTION - LAW
: NO. 04-660-CD

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FILED

JAN 18 2005

1/18/05

William A. Shaw
Prothonotary

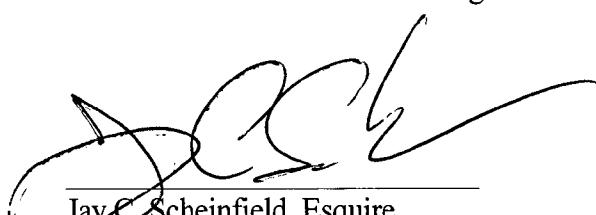
NOTICE TO GARNIShee

STATEMENT TO ATT

To the Prothonotary:

Please enter judgment in favor of the Plaintiff and against the Garnishee, Clearfield Bank & Trust Company, in the amount of \$682.04 admitted in the Answer to Interrogatories to be in the Garnishee's possession.

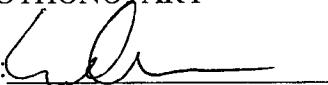
Date: 1/18/05



Jay C. Scheinfield, Esquire
Attorney for Plaintiff

Judgment entered against the Garnishee, Clearfield Bank & Trust Company, on this 18 day of JAN, 2005, in the amount of \$682.04 as per the above certification.

PROTHONOTARY

BY: 

Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NAPAS FEDERAL CREDIT UNION	:	
	:	PLAINTIFF
VS.	:	
	:	NO. 04-660-CD
ELIZABETH M. JENKINS A/K/A	:	
ELIZABETH M. PETERS	:	
	:	DEFENDANT
AND	:	
CLEARFIELD BANK & TRUST COMPANY	:	
GARNISHEE	:	

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

DEC 22 2004

Attest:

Lori A. Kurtz
Prothonotary
Clerk of Courts

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

The answer to the plaintiff's interrogatories to #1 is No.

The answer to the plaintiff's interrogatories to #2 is Yes:

as of 11/16/04 \$481.21 – Hold placed on account
11/19/04 Bankruptcy notice received
as of 12/22/04 \$682.04

The answer to the plaintiff's interrogatories to #3 is No.

The answer to the plaintiff's interrogatories to #4 is No.

The answer to the plaintiff's interrogatories to #5 is No.

The answer to the plaintiff's interrogatories to #6 is No.

The answer to the plaintiff's interrogatories to #7 is Yes.

The answer to the plaintiff's interrogatories to #8 is:

a mortgage loan

The answer to the plaintiff's interrogatories to #9 is No.

Date December 22, 2004

Lori A. Kurtz
Lori A. Kurtz
Collection Manager
Clearfield Bank & Trust Company

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

Napus Federal Credit Union
Plaintiff(s)

No.: 2004-00660-CD

Real Debt: \$682.04

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Elizabeth M. Jenkins
Defendant(s)

Entry: \$20.00

Instrument: Against Garnishee Upon Admission

Clearfield Bank & Trust Company
Garnishee

Date of Entry: January 18, 2005

Expires: January 18, 2010

Certified from the record this January 18, 2005

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

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.
ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant
and
COUNTY NATIONAL BANK
1 South 2nd Street
Clearfield, PA 16830
Garnishee

**PRAEICE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)**

ICCOle writes
to Shff
Atty pd. 20.00

TO THE PROTHONOTARY

William A. Shaw
Prothonotary, Clerk of Courts

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of Clearfield County, Pennsylvania

(2) against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters - SSN 171-40-8588 _____ Defendant(s);
(3) and against County National Bank _____ Garnishee(s);
(4) and index this writ

(a) against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters _____ Defendant(s) and

(b) against _____ Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Check Block/s Needed

Real Estate

Personal Property Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

(5) Amount due \$ 4,716.16

Interest from 7/23/04

Total

Prothonotary costs

Dated 9/17/03

9/9/05 Prothonotary costs 105.00 Attorney for Plaintiff(s)
NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103 (c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued. Paragraph (3) above should be completed only if a named garnishee is to be included in the writ. Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104 (b). Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104 (c).

PROTECTION OF CREDITORS
A. G. A. 2004

No. 04-660-CD

SEP 14 2006

EX-151

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NAPUS FEDERAL CREDIT UNION

vs

ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
and
COUNTY NATIONAL BANK

PRAECLPICE FOR WRIT OF EXECUTION
(Money Judgments)
P.R.C.P. 3101 to 3149 etc.

Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

WRIT OF EXECUTION – (MONEY JUDGMENTS) Rules P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

vs.
ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant
and
COUNTY NATIONAL BANK
1 South 2nd Street
Clearfield, PA 16830
Garnishee

IN THE COJRT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-660-CD

WRT OF EXECUTION
(MONEY JUDGMENT)

 COPY

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD CIVIL ACTION-LAW

TO THE SHERIFF OF Clearfield COUNTY, PENNA.

To satisfy the judgment, interest and costs against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters – SSN
171-40-8588

Defendant(s);

(1) You are directed upon to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

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

County National Bank as Garnishee(s)
(Specifically describe property)

Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

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 delivering 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.

Amount due \$ 4,716.16

Interest from
7/23/04 _____

Attys. Comm. _____

Total _____

Plus costs \$ _____

Willie L. Chapman 165.00 Prothonotary costs

Prothonotary, Court of Common Pleas of
Clearfield County, Penna.

Dated 8/14/05
(SEAL)

By: _____
Deputy

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

NAPUS FEDERAL CREDIT UNION

VS

ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
and
COUNTY NATIONAL BANK

WRIT OF EXECUTION

(Money Judgments)

Claim \$ _____

Interest from _____

Atty. Comm. _____

Costs
Prothy Paid \$ 1165.00
Judgment Fee \$ _____
Attorney \$ _____
Writ Ret. & Sat. \$ _____
Total Cost \$ _____

Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

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

NAPUS FEDERAL CREDIT UNION
12 Herbert Street - P. O. Box 148
Alexandria, VA 22313-0148

Plaintiff
vs.

ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782

Defendant
and

COUNTY NATIONAL BANK
1 South 2nd Street
Clearfield, PA 16830

Garnishee

FILED
01/21/15 BY NO CC
OCT 11 2005
LN
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

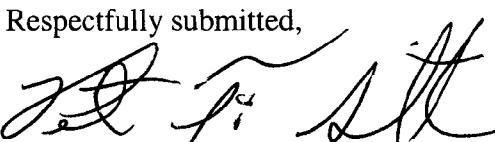
I, Peter F. Smith, attorney for County National Bank in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant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

U. S. FIRST CLASS MAIL
Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082

CERTIFIED MAIL
Elizabeth M. Jenkins a/k/a
Elizabeth M. Peters
1330 Barrett Road
Woodland, PA 16881

Date: 10 - 11 - 05

Respectfully submitted,


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100823
NO: 04-660-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: NAPUS FEDERAL CREDIT UNION

vs.

DEFENDANT: ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
TO: COUNTY NATIONAL BANK

SHERIFF RETURN

NOW, October 04, 2005 AT 2:54 PM SERVED THE WITHIN WRIT OF EXECUTION, INTERROGATORIES ON COUNTY NATIONAL BANK DEFENDANT AT 1 SOUTH 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSAN B. KURTZ, PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, INTERROGATORIES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED

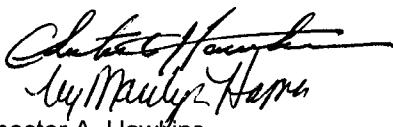
OCT 14 2005
6/3/001
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SCHEINFIELD	4554	10.00
SHERIFF HAWKINS	SCHEINFIELD	4554	20.37

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

WRIT OF EXECUTION – (MONEY JUDGMENTS) Rules P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

vs.
ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant
and
COUNTY NATIONAL BANK
1 South 2nd Street
Clearfield, PA 16830
Garnishee

IN THE COJRT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-660-CD

WRIT OF EXECUTION
(MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD CIVIL ACTION-LAW

TO THE SHERIFF OF Clearfield COUNTY, PENNA.

To satisfy the judgment, interest and costs against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters – SSN
171-40-8588

Defendant(s):

(1) You are directed upon to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

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

County National Bank as Garnishee(s)
(Specifically describe property)

Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

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 delivering 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.

Amount due \$ 4,716.16

Interest from
7/23/04 _____

Attys. Comm. _____

Total _____

Plus costs \$ _____

165.00 Prothonotary costs

Dated 9/14/05
(SEAL)

Prothonotary, Court of Common Pleas of
Clearfield County, Penna.

By: _____ Deputy

Rec'd 9-15-05 @ 3:00 pm
Chet A. Hawley, Shad
by Marilyn Herzer

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

NAPUS FEDERAL CREDIT UNION
vs
ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
and
COUNTY NATIONAL BANK

WRIT OF EXECUTION

(Money Judgments)

Claim \$	_____
Interest from	_____
Atty. Comm.	_____
Costs	_____
Prothly Paid	\$ <u>1165.00</u>
Judgment Fee	\$ _____
Attorney	\$ _____
Writ Ret. & Sat.	\$ _____
Total Cost	\$ _____

Jay C. Scheinfeld, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

WRIT OF EXECUTION – (MONEY JUDGMENTS) Rules P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
12 Herbert Street – P.O. Box 148
Alexandria, VA 22313-0148
Plaintiff

IN THE COJRT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.
ELIZABETH M. JENKINS a/k/a
ELIZABETH M. PETERS
1330 Barrett Road
Woodland, PA 16881-9782
Defendant
and
COUNTY NATIONAL BANK
1 South 2nd Street
Clearfield, PA 16830
Garnishee

No. 04-660-CD

WRIT OF EXECUTION
(MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD CIVIL ACTION-LAW

TO THE SHERIFF OF Clearfield COUNTY, PENNA.

To satisfy the judgment, interest and costs against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters – SSN
171-40-8588

Defendant(s);

(1) You are directed upon to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

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

County National Bank as Garnishee(s)
(Specifically describe property)

Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

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 delivering 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.

Amount due \$ 4,716.16

Interest from
7/23/04 _____

Attys. Comm. _____

Total _____

Plus costs \$ _____

65.00 Prothonotary costs
Willie Shamp

Prothonotary, Court of Common Pleas of
Clearfield County, Penna.

By: _____ Deputy

Dated 9/14/05
(SEAL)

Rec'd 9-15-05 @ 3:00pm
Chester A. Hawkes Clerk
by Marilyn Hagan

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

NAPUS FEDERAL CREDIT UNION
vs
ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
and
COUNTY NATIONAL BANK

WRIT OF EXECUTION

(Money Judgments)

Claim \$	Costs
Interest from _____	
Atty. Comm. _____	
Protho notary/Clerk of Courts William A. Shaw	\$ 1165.00
Judgment Fee	\$ _____
Attorney	\$ _____
Writ Ret. & Sat.	\$ _____
Total Cost	\$ _____

Jay C. Scheinfeld, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

OCT 14 2005
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAY C. SCHEINFIELD, ESQ.
Atty. I.D. #23880
8234 West Chester Pike
Upper Darby, PA 19082
(610) 853-0300

NAPUS FEDERAL CREDIT UNION
Plaintiff

vs.

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

NO. 04-660-CD

ELIZABETH M. JENKINS A/K/A
ELIZABETH M. PETERS
Defendant

and

COUNTY NATIONAL BANK
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the Attachment issued in the above-captioned matter against County National Bank as Garnishee, upon payment of your costs only.

Dated: 10/17/2005



JAY C. SCHEINFIELD
Attorney for Plaintiff

FILED No cc
m/23/05 Atty pd.
OCT 24 2005 7:00
Clerk

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16576
NO: 04-660-CD

PLAINTIFF: NAPUS FEDERAL CREDIT UNION

vs.

DEFENDANT: JENKINS, ELIZABETH M. A/K/A ELIZABETH M. PETERS

WRIT OF EXECUTION PERSONAL PROPERTY/ INTERROGATORIES TO GARNISHE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/23/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/14/2006

FILED
03/18/06
FEB 14 2006
W.M.
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS
DEPUTIES COULD FIND NOTIHING OF VALUE TO LEVY.

11/12/2004 @ 10:35 AM SERVED CLEARFIELD BANK & TRUST COMPANY
SERVED CLEARFIELD BANK & TRUST COMPANY, GARNISHEE, BY HANDING TO MICHELE A. FANNIN,
COMMUNITY OFFICE MANAGER, OF CB&T, AT HER PLACE OF EMPLOYMENT CB&T GOLDENROD OFFICE,
1935 DAISY STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING
KNOWN TO HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16576
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PLAINTIFF: NAPUS FEDERAL CREDIT UNION

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DEFENDANT: JENKINS, ELIZABETH M. A/K/A ELIZABETH M. PETERS

WRIT OF EXECUTION PERSONAL PROPERTY/ INTERROGATORIES TO GARNISHE

SHERIFF RETURN

SHERIFF HAWKINS \$47.12

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by Courtney Bitter - Agherlaw
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MONEY JUDGMENTS) Rules P.R.C.P. 3101 to 3149

NAPUS FEDERAL CREDIT UNION
 12 Herbert Street - P.O. Box 148
 Alexandria, VA 22313-0148
 Plaintiff

vs.
 ELIZABETH M. JENKINS a/k/a
 ELIZABETH M. PETERS
 1330 Barrett Road
 Woodland, PA 16881-9782
 Defendant
 and
 CLEARFIELD BANK & TRUST CO.
 Goldenrod Office
 1935 Daisy Street
 Clearfield, PA 16830
 Garnishee

No. 04-660-CD

WRIT OF EXECUTION
(MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD CIVIL ACTION-LAW

TO THE SHERIFF OF Clearfield COUNTY, PENNA.To satisfy the judgment, interest and costs against Elizabeth M. Jenkins a/k/a Elizabeth M. Peters – SSN
171-40-8588

Defendant(s):

(1) You are directed upon to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

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

Clearfield Bank & Trust Co.
 (Specifically describe property)

as Garnishee(s)

Any safe deposit boxes, pledges, documents of title(s), securities, notes, coupons, receivables, collateral, checking accounts, savings accounts, tax or other accounts or deposits in which Defendant has an interest.

All personal property including a motorcycle of the Defendant located at 1330 Barrett Road, Woodland, PA 16881-9782.

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 delivering 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.

Amount due \$ 5,197.37Interest from
7/23/04

Atty. Comm.

Total

Plus costs \$ 125.00 Prothonotary costs

Dated 9/23/04
 (SEAL)

Received September 23, 2004 @ 3:45 P.M.
 Chester A. Hembree
 Deputy Clerk/Clerk-Clearfield County

W. H. Hembree
 Prothonotary, Court of Common Pleas of
 Clearfield County, Penna.

BW

No. 04-660-CD

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

NAPUS FEDERAL CREDIT UNION

vs
ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS

WRIT OF EXECUTION

(Money Judgments)

Claim \$ _____

Interest from _____

Atty. Comm. _____

Costs

Prothly Paid	\$	_____
Judgment Fee	\$	<u>125.00</u>
Attorney	\$	_____
Writ Ret. & Sat.	\$	_____
Total Cost	\$	_____

Jay C. Scheinfield, Esquire
8234 West Chester Pike
Upper Darby, PA 19082
Attorney for Plaintiff(s) and Address

Where papers may be served.

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME ELIZABETH M. JENKINS A/K/A ELIZABETH M. PETERS

NO. 04-660-CD

NOW, February 14, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Jenkins, Elizabeth M. A/K/A Elizabeth M. Peters 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:

		DEBT-AMOUNT DUE INTEREST @ % FROM TO	
RDR SERVICE	9.00		
MILEAGE	9.00		
LEVY	3.75		
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	0.37	ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	30.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE	2.00	INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID AMOUNT		TOTAL DEBT AND INTEREST	\$202.12
RETURNS/DEPUTIZE			
COPIES			
BILLING/PHONE/FAX	5.00	ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS	9.00	TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$47.12	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	47.12
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$172.12
		TOTAL COSTS	\$202.12

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