

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16261
NO: 04-682-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: HORNER, MARY BETH

WRIT OF EXECUTION INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/09/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 01/27/2006

FILED
0/9:48_{LM}
JAN 30 2006 _{LM}

William A. Shaw
Prothonotary

SERVICES

09/17/2004 @ 11:25 AM SERVED FIRST COMMONWEALTH BANK

SERVED GARNISHEE, FIRST COMMONWEALTH BANK, BY HANDING TO LORETTA SNYDER, OFFICE MANAGER
OF FIRST COMMONWEALTH BANK, AT HER PLACE OF EMPLOYMENT FIRST COMMONWEALTH BANK 218

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING
KNOWN TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16261
NO: 04-682-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: HORNER, MARY BETH

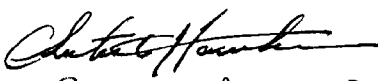
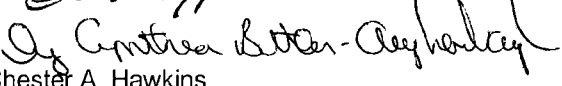
WRIT OF EXECUTION INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

SHERIFF HAWKINS \$32.64

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

Beneficial Consumer Discount Company
Plaintiff

Vs.

NO.: 2004-00682-CD

Mary Beth Horner
Defendant

First Commonwealth Bank
Garnishee

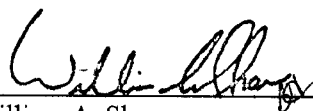
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MARY BETH HORNER, 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:
First Commonwealth Bank
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: \$3,864.99
INTEREST: \$6.44
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/09/2004

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9th day
of August A.D. 2004
At 12:10 A.M./P.M.

Christopher A. Stauphus
Sheriff Sgt. Cynthia Butler - Overhauled

Requesting Party: Scott E. Crawford, Esq.
375 Southpointe Blvd., 4th Floor
Canonsburg, PA 15317
(724) 916-2400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

NATIONAL CITY BANK,

Garnishee.

CIVIL DIVISION

No. 2004-682-CD

TYPE OF PLEADING:

Praecipe For Judgment
Against Garnishee

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MELISSA A. SHENKEL, ESQ.

PA ID NO. 91445

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

(u)
No CC
m/11:30 AM
MAY 27 2005
Atty pd 20.00
Notice to Garnishee
Statement to
Atty
Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

NATIONAL CITY BANK,

Garnishee.

CIVIL DIVISION

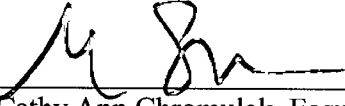
No. 2004-682-CD

TO: PROTHONOTARY

Please enter judgment against Garnishee, NATIONAL CITY BANK, in the amount of \$169.18 based upon the Garnishee's Answers to Interrogatories attached hereto as Exhibit A admitting possession of funds of Defendant in that amount, which is less than Plaintiff's judgment against the Defendant, interest and costs.

Chromulak & Associates, L.L.C.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

By:


Cathy Ann Chromulak, Esquire
Melissa A. Shenkel, Esquire
Attorneys for Plaintiff

**THIS IS AN ATTEMPT TO
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BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-682-CD

vs.

MARY BETH HORNER,
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Defendant,

and

NATIONAL CITY BANK

Garnishee.

TO: NATIONAL CITY BANK
200 NORTH BRADY STREET
DUBOIS, PA 15801

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.

INTERROGATORIES TO GARNISHEE

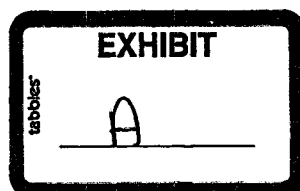
FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE: CHECKING 765400655 HAD A BALANCE OF \$169.18 AFTER OUR \$50.00
LEGAL PROCESSING FEE. ACCOUNT FROZEN PER THE WRIT IN THE NAME OF MARY BETH HORNER

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE:

THIS IS AN ATTEMPT TO
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BE USED FOR THAT PURPOSE.



THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE: SEE# 1

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant (or in which Defendant) held or claimed any interest.

RESPONSE: SEE# 1

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant had any interest?

RESPONSE: NO

**THIS IS AN ATTEMPT TO
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EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

NINTH: At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE: NORMAL ACTIVITY BEFORE WRIT WAS SERVED. ACCOUNT HAS BEEN FROZEN PER THE WRIT ON 4/17/05

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE:

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you?

RESPONSE: BALANCE IN ACCOUNT IS \$169.18


**THIS IS AN ATTEMPT TO
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BE USED FOR THAT PURPOSE.**

TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE:

Respectfully submitted,
CHROMULAK & ASSOCIATES, L.L.C.

DATE: 4/21/05

By: 
Cathy Ann Chromulak, Esq.
Melissa A. Shenkel, Esq.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

VERIFICATION

I verify that the statements made in these Answers to Interrogatories 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.

Date

5/18/05

Laura Noll

Laura Noll

Attachment Team Leader

Interrogatories submitted by:

Lori A. Walters

Lori Walters

Attachment Verification Specialist

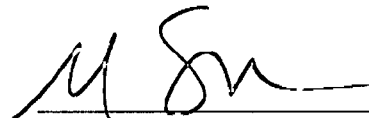
Lori Walters
Attachment/Verification Specialist
National City Bank
770 West Broad Street
Columbus, Ohio 43251-0328
614-887-7315
For quality issues call 614-887-7640

CERTIFICATE OF SERVICE

I, Melissa A. Shenkel, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praecipe for Judgment Against Garnishee was served upon the following by First Class Mail, postage prepaid on this 24th day of May, 2005.

NATIONAL CITY BANK
LORI WALTERS
SPECIAL SERVICES
770 WEST BORAD STREET
COLUMBUS, OH 43251

MARY BETH HORNER
218 WEST DUBOIS STREET
DUBOIS, PA 15801



Melissa A. Shenkel, Esq.

**THIS IS AN ATTEMPT TO
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BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION
No. 2004-682-CD

vs. Plaintiff,

MARY BETH HORNER,
Defendant,

and

NATIONAL CITY BANK,
Garnishee.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: NATIONAL CITY BANK
LORI WALTERS
SPECIAL SERVICES
770 WEST BORAD STREET
COLUMBUS, OH 43251

(X) Garnishee

You are hereby notified that an Order, Decree or Judgment was entered in the above
captioned proceeding on May 27, 2005.

() A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: \$169.18 plus interest at the rate of 6% per
annum and additional costs of suit.

Deputy

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
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BE USED FOR THAT PURPOSE.**

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

Beneficial Consumer Discount Co.
Plaintiff(s)

No.: 2004-00682-CD

Real Debt: \$169.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mary Beth Horner
Defendant(s)

Entry: \$20.00

Instrument: Judgment against Garnishee
National City Bank ONLY

National City Bank

Date of Entry: May 27, 2005

Expires: May 27, 2010

Certified from the record this 27th day of May, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-682-CD

vs.

MARY BETH HORNER,
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Defendant,

and

NATIONAL CITY BANK

Garnishee.

FILED
MAY 10 4 36 PM
MAY 26 2005
NO CC
@

William A. Shaw
Prothonotary/Clerk of Courts

TO: NATIONAL CITY BANK
200 NORTH BRADY STREET
DUBOIS, PA 15801

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.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE: CHECKING 765400655 HAD A BALANCE OF \$169.18 AFTER OUR \$50.00 LEGAL PROCESSING FEE. ACCOUNT FROZEN PER THE WRIT IN THE NAME OF MARY BETH HORNER

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE:

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VERIFICATION

I verify that the statements made in these Answers to Interrogatories 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.

Date

5/18/05

Laura Noll

Laura Noll

Attachment Team Leader

Interrogatories submitted by:

Lori A. Walters

Lori Walters

Attachment Verification Specialist

Lori Walters
Attachment/Verification Specialist
National City Bank
770 West Broad Street
Columbus, Ohio 43261-0328
614-887-7315
For quality issues call 614-887-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100427
NO: 04-682-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MARY BETH HORNER

SHERIFF RETURN

NOW, April 27, 2005 AT 12:17 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON NATIONAL CITY BANK DEFENDANT AT 200 NORTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAM FARREL, PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

013:26:31
APR 29 2005


William A. Shaw
Prothonotary Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	6821	10.00
SHERIFF HAWKINS	CHROMULAK	6821	36.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY,
PENNSYLVANIA

Beneficial Consumer

Discount Company

Mary Beth Horner VS.

NO. 2004-682-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield

TO THE SHERIFF OF Clearfield COUNTY, PA

To satisfy the judgment, interest and costs against defendant(s)

Mary Beth Horner

~~(1) XXXXX You are directed to levy upon the property of the defendant(s) and to sell his, her
(or their) interest therein.~~

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

as Garnishee(s) per the following property description:
and to notify the Garnishee(s) that

- (a) an attachment has been issued;
- (b) the garnishee(s) is/are enjoined from paying out 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 them that
they have been added as a garnishee and are enjoined as above stated.

COSTS:

Prothonotary: \$ 145.00

Sheriff: \$

Amount Due: \$3,864.99

Interest From: \$ 182.12

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Rec'd 4-26-05 @ 11:30 AM
Crista A. Hawkins
by Maury Harris

Prothonotary SEAL

Agent/Deputy

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY,
PENNSYLVANIA

Beneficial Consumer

Discount Company

Mary Beth Horner ^{VS.}

NO. 2004-682-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield

TO THE SHERIFF OF Clearfield COUNTY, PA

To satisfy the judgment, interest and costs against defendant(s)

Mary Beth Horner

~~(1) XXXXX You are directed to levy upon the XXXXX of the defendant(s) and to sell his, her
(or their) interest therein.~~

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

as Garnishee(s) per the following property description:
and to notify the Garnishee(s) that

(a) an attachment has been issued;
(b) the garnishee(s) is/are enjoined from paying out 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 them that they have been added as a garnishee and are enjoined as above stated.

COSTS:

Prothonotary: \$ 145.00

Sheriff: \$

Amount Due: \$3,864.99

Interest From: \$ 182.12

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Rec'd 4-26-05 @ 11:30 AM

Christi Hawline
Jury Mandy Hamer

Prothonotary SEAL

Agent/Deputy

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY,
PENNSYLVANIA

Beneficial Consumer

Discount Company

VS.
Mary Beth Horner

NO. 2004-682-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield

TO THE SHERIFF OF Clearfield COUNTY, PA

To satisfy the judgment, interest and costs against defendant(s)

Mary Beth Horner

~~(1) XXXXX You are directed to levy upon the property of the defendant(s) and to sell his, her
(or their) interest therein;~~

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

as Garnishee(s) per the following property description:
and to notify the Garnishee(s) that

(a) an attachment has been issued;
(b) the garnishee(s) is/are enjoined from paying out 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 them that
they have been added as a garnishee and are enjoined as above stated.

COSTS:

Prothonotary: \$ 145.00

Sheriff: \$

Amount Due: \$3,864.99

Interest From: \$ 182.12

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Rec'd 4-26-05 @ 11:30 AM

Christi A. Hawline
by Maury Harr

Prothonotary SEAL

Agent/Deputy

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

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-682-CD

vs.

MARY BETH HORNER,
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Defendant,

and

NATIONAL CITY BANK

Garnishee.

TO: NATIONAL CITY BANK
200 NORTH BRADY STREET
DUBOIS, PA 15801

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.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE:

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE:

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE:

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant (or in which Defendant) held or claimed any interest.

RESPONSE:

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant had any interest?

RESPONSE:

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EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

NINTH: At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE:

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE:

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you?

RESPONSE:

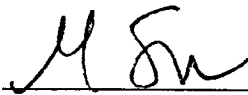
**THIS IS AN ATTEMPT TO
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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE:

Respectfully submitted,
CHROMULAK & ASSOCIATES, L.L.C.

DATE: 4/21/05

By: 
Cathy Ann Chromulak, Esq.
Melissa A. Shenkel, Esq.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

FIRST COMMONWEALTH BANK,
Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

CIVIL DIVISION

No. 2004-682-CD

TYPE OF PLEADING:

Praecipe to Discontinue
Against Garnishee ONLY

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

*0 11:00 AM Sent to Atty.
Copy to call
OCT 6 9 2004*

**THIS IS AN ATTEMPT TO
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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

FIRST COMMONWEALTH BANK,

Garnishee.

CIVIL DIVISION

No. 2004-682-CD

PRAECIPE TO DISCONTINUE AGAINST GARNISHEE ONLY

TO PROTHONOTARY:

Please discontinue this action against the above garnishee, FIRST COMMONWEALTH
BANK and mark the docket accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: Scott E. Crawford
CATHY ANN CHROMULAK, ESQUIRE
SCOTT E. CRAWFORD, ESQUIRE
Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

Sworn to and subscribed
Before me this _____ day
of _____, 2004.

Notary Public

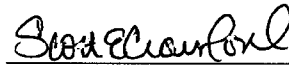
**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

CERTIFICATE OF SERVICE

I, Scott E. Crawford, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praeipie to Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 4th day of October, 2004.

FIRST COMMONWEALTH BANK
TOMB & TOMB
204 INDIANA THEATRE BUILDING
INDIANA, PA 15701

MARY BETH HORNER
218 WEST DUBOIS STREET
DUBOIS, PA 15801



Scott E. Crawford, Esq.

**THIS IS AN ATTEMPT TO
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**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Beneficial Consumer Discount Co.

Vs.

No. 2004-00682-CD

Mary Beth Horner

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 6, 2004, marked:

Discontinue against Garnishee ONLY.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of October A.D. 2004.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

RECEIVED

SEP 20 2004

Law

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-682-CD

vs.

MARY BETH HORNER,
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Defendant,

and

FIRST COMMONWEALTH BANK
Garnishee.

M 1:20 B# NOCC

SEP 30 2004

EOK

TO: FIRST COMMONWEALTH BANK
1800 DAISY STREET EXTENSION
CLEARFIELD, PA 16830

*MAILED
FEB 11 2005*

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.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE: No

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE: N/A

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THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE: No

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant (or in which Defendant) held or claimed any interest.

RESPONSE: No

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant had any interest?

RESPONSE: No

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EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

NINTH: At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE: No

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE: N/A

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you?

RESPONSE: No

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TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE: N/A

Respectfully submitted,
CHROMULAK & ASSOCIATES, L.L.C.

DATE: August 5, 2004


By: Scott E. Crawford
Cathy Ann Chromulak, Esq.
Scott E. Crawford, Esq.
Heather C. Troxel, Esq.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
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VERIFICATION

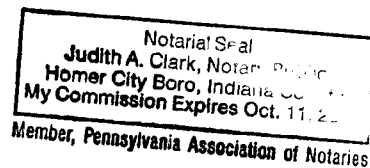
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF INDIANA)

On this 29th day of September 2004 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, 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.


John E. Walker, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
this 29th day of September 2004

Leith A. Clark
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

FIRST COMMONWEALTH BANK,

Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Garnishee's Address:
1800 DAISY STREET EXTENSION
CLEARFIELD, PA 16830

Date: AUGUST 5, 2004

CIVIL DIVISION

No. 2004-682-CD

TYPE OF PLEADING:

PRAECIPE FOR A WRIT OF
EXECUTION

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQ.

PA ID NO. 89570

HEATHER C. TROXEL, ESQ.

PA ID NO. 91848

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

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(Furn)
FILED *2cc & Lewnts*
m/9:48/1 to Shff
AUG 09 2004 *Att'y pd. 20.00*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No. 2004-682-CD

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

FIRST COMMONWEALTH BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

TO: The Prothonotary

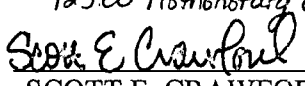
Please issue a Writ of Execution in the above matter,

1. directed to the Sheriff of CLEARFIELD County;
2. against MARY BETH HORNER, defendant, and
3. against FIRST COMMONWEALTH BANK, garnishee,
4. and index this writ
 - a. against MARY BETH HORNER, defendant, and
 - b. against FIRST COMMONWEALTH BANK, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendant in any accounts, individual and joint, personal and business.

5.	Amount of Judgment	\$3864.99
	Additional Interest to Date	\$6.44
	(Costs to be added)	\$ _____

Pursuant to Writ of Execution	\$3871.43
And Service of Writ	

125.00 Prothonotary costs

SCOTT E. CRAWFORD, ESQ.

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

Beneficial Consumer Discount Company
Plaintiff

Vs.

NO.: 2004-00682-CD

Mary Beth Horner
Defendant

First Commonwealth Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from MARY BETH HORNER, 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:
First Commonwealth Bank
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: \$3,864.99
INTEREST: \$6.44
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/09/2004

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Scott E. Crawford, Esq.
375 Southpointe Blvd., 4th Floor
Canonsburg, PA 15317
(724) 916-2400

In The Court of Common Pleas of Clearfield County, Pennsylvania

BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

HORNER, MARY BETH

COMPLAINT

Sheriff Docket #

15602

04-682-CD

SHERIFF RETURNS

NOW JUNE 15, 2004 AT 10:15 AM SERVED THE WITHIN COMPLAINT ON MARY BETH HORNER, DEFENDANT AT RESIDENCE, 218 WEST DUBOIS ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHRYN SALADA, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs


Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 2174
10.00	SURCHARGE PAID BY: ATTY CK# 2359

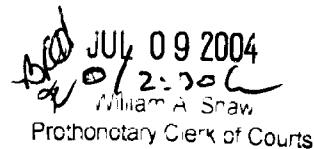
Sworn to Before Me This

9 Day Of July 2004


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff


JUL 09 2004
William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Dated: July 22, 2004

CIVIL DIVISION

No. 2004-682-CD

TYPE OF PLEADING:

Praecipe for Default Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQUIRE

PA ID NO. 42067

SCOTT E. CRAWFORD, ESQUIRE

PA ID NO. 89570

HEATHER C. TROXEL, ESQ.

PA ID NO. 91848

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

(724) 916-2400

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ICC & Notice to
m/3:29/04 Defendant
JUL 26 2004 Statement to Atty
Atty pd. 20.00

Please enter judgment by default against the within-named defendant, **MARY BETH HORNER**, for failure to file an Answer as follows:

With interest accruing on the total balance of **\$3,864.99** at the rate of 6% per annum, together with additional costs of suit.

**AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT**

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared HEATHER C. TROXEL, ESQUIRE, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed to defendant on **July 6, 2004** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Sworn to and subscribed before me
This 21st day of July, 2004.

Notarial Seal
Yvonne Gardner Jones, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 29, 2005
Member, Pennsylvania Association of Notaries

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 2004-682-CD

MARY BETH HORNER

Defendant(s)

TO: MARY BETH HORNER
218 WEST DUBOIS STREET
DUBOIS, PA 15801

DATE OF NOTICE: JULY 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, Ext. 5982

By: Scott E Crawford
CATHY ANN CHROMULAK, ESQ.
SCOTT E. CRAWFORD, ESQ.
Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

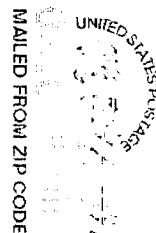
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Chromulak & Associates, L.L.C.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate type of mail		Check appropriate block for		Affix etc. office additior Postm. Due St. If CC	
			<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified	<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Initl Recorded Del. <input type="checkbox"/> Express Mail	Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance	Handling Charge		Act. Value (if Regis.)
1		ROBERT A. PALUMBO 547 RUTLEDGE ROAD, TRANSFER, PA 16154						
2		EDWARD STREIT 207 N. VINE STREET, CARMICHAELS, PA 15320-1253						
3		JAMES BRYAN 2638 E. ANN STREET, PHILADELPHIA, PA 19134						
4		MARY BETH HOKNER 218 WEST DUBOIS STREET, DUBOIS, PA 15801						
5		REBECCA N. KEMERER 618 COURTVIEW DRIVE, GREENSBURG, PA 15601						
6		PAULA D. COPELAND 253 W. MAPLE STREET, YORK, PA 17403-2145						
7		STACY ASSALONE 741 WASHINGTON ROAD, ST. MARY'S, PA 15857						
8		JAMES ASSALONE 741 WASHINGTON ROAD, ST. MARY'S, PA 15857						
9		ALAN R. WADE 970 SYCAMORE STREET, WASHINGTON, PA 15301						
10		DAWN C. WADE 970 SYCAMORE STREET, WASHINGTON, PA 15301						
11								
12								
13								
14								
15								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.			

PS Form 3877, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No. 2004-682-CD

Plaintiff,

vs.

MARY BETH HORNER,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: MARY BETH HORNER
218 WEST DUBOIS STREET
DUBOIS, PA 15801

☒ Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on July 26, 2004.

☐ A copy of the Order or Decree is enclosed, or

☒ The judgment is as follows: \$3,864.99 plus interest at the rate of 6% per annum and additional costs of suit.

Deputy

THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Beneficial Consumer Discount Co.
Plaintiff(s)

No.: 2004-00682-CD

Real Debt: \$3,864.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mary Beth Horner
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 26, 2004

Expires: July 26, 2009

Certified from the record this 26th 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
218 West Dubois Street
Dubois, PA 15801

CIVIL DIVISION

No. 2004-682-CN

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570

CHROMULAK & ASSOCIATES, LLC

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

(724) 916-2400

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FILED

MAY 17 2004

W/11:00 AM

William A Shaw

Prothonotary/Clerk of Courts

1 SENT TO SHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

MARY BETH HORNER

Defendant(s)

NOTICE TO DEFEND
YOU HAVE BEEN SUED IN COURT.

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT. 5982**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

MARY BETH HORNER,

Defendant.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. MARY BETH HORNER is an adult individual residing at 218 West Dubois Street, Dubois, PA 15801.

3. On or about March 23, 2001, Defendant entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with Defendant, Plaintiff advanced funds to the Defendant.

**THIS IS AN ATTEMPT TO
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5. Defendant is in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about April 17, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due and owing by the Defendant is in the sum of Three Thousand, Three Hundred and Seventeen and 37/100 (\$3,317.31) Dollars as of April 6, 2004.


7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

WHEREFORE, Plaintiff claims damages in the sum of Three Thousand, Three Hundred and Seventeen and 37/100 (\$3,317.31) Dollars plus court costs and attorney's fees.

Respectfully submitted,

Chromulak & Associates, LLC

By: 
CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
SCOTT E. CRAWFORD, ESQ.
PA ID NO. 89570
Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
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LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

HORNER, MARY BETH
SS# 208629758
HORNER, ROBERT L
SS# 195407507
RD 2 BOX 288B
BROOKVILLE PA 15825

LOAN NO:

711723-567000

DATE OF LOAN 03/23/2001	FIRST PAYMENT DUE DATE 04/23/2001	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 03/23/2005	CONTRACT RATE (per year) 25.795 %
TOTAL OF PAYMENTS \$ 6,077.76	AMOUNT FINANCED \$ 3,618.21			
TOTAL FINANCE CHARGE \$ 2,459.55	SCHEDULED INTEREST \$ 2,309.55	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	INI PREMIUM \$ NONE		
			PROPERTY INS (PPI) \$ 119.00	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 126.62	MONTHLY INSTALLMENT \$ 126.62	TERM PERIOD 48		

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
---------	------	-------------	------------	---------------

Y	PERSONAL PROPERTY ON EXHIBIT 1
---	--------------------------------

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.
Fire and extended coverage insurance on real estate security.
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*H05000995197CEA8000PAB750110**

PAB75011

ORIGINAL

**PLAINTIFF'S
EXHIBIT**

"A"

tabbier

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

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. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) 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.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*H05000995197CEAB000PAB750120**HORNER

ORIGINAL

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Mary Beth Horner (SEAL)

Robert L. Horner (SEAL)

[Signature] (SEAL)

WITNESS:

[Signature]



VERIFICATION

Melissa L. Osteen, Recovery Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY, A HOUSEHOLD INTERNATIONAL COMPANY.

deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.



Melissa L. Osteen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

NATIONAL CITY BANK,

Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
218 WEST DUBOIS STREET
DUBOIS, PA 15801

Garnishee's Address:
200 NORTH BRADY STREET
DUBOIS, PA 15801

Date: April 21, 2004

CIVIL DIVISION

No. 2004-682-CD

TYPE OF PLEADING:

PRAECIPE FOR A WRIT OF
EXECUTION

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
MELISSA A. SHENKEL, ESQ.
PA ID NO. 91445

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

FILED
m/3.14.05 to SHF
APR 25 2005 Any pd
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

No. 2004-682-CD

Plaintiff,

vs.

MARY BETH HORNER,

Defendant,

and

NATIONAL CITY BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

TO: The Prothonotary

Please issue a Writ of Execution in the above matter,

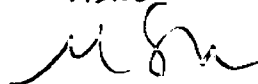
1. directed to the Sheriff of CLEARFIELD County;
2. against MARY BETH HORNER, defendant, and
3. against NATIONAL CITY BANK, garnishee,
4. and index this writ
 - a. against MARY BETH HORNER, defendant, and
 - b. against NATIONAL CITY BANK, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendant in any accounts, individual and joint, personal and business.

5. Amount of Judgment	\$3,864.99
Additional Interest to Date	\$ 182.12
(Costs to be added)	\$ _____

Pursuant to Writ of Execution
And Service of Writ

\$4,047.11
145.00 Prothonotary costs



MELISSA A. SHENKEL, ESQ.

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY,
PENNSYLVANIA

Beneficial Consumer

Discount Company

VS.
Mary Beth Horner

NO. 2004-682-CD

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield
TO THE SHERIFF OF Clearfield COUNTY, PA

To satisfy the judgment, interest and costs against defendant(s)

Mary Beth Horner

~~(1) You are directed to levy upon the property of the defendant(s) and to sell his, her
(or their) interest therein.~~

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

as Garnishee(s) per the following property description:
and to notify the Garnishee(s) that

(a) an attachment has been issued;
(b) the garnishee(s) is/are enjoined from paying out 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 them that
they have been added as a garnishee and are enjoined as above stated.

COSTS:

Prothonotary: \$ 145.00

Sheriff: \$

Amount Due: \$3,864.99

Interest From: \$ 182.12

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Prothonotary SEAL

Agent/Deputy