

04-682-CD  
BENEFICIAL CONSUMER DISCOUNT COM. VS. MARY BETH HORNER

**Beneficial Cons. Disc. Vs Mary Beth Horner  
2004-682-CD**

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

EF :  
0/9:48am  
JAN 3 0 2006 IN

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 GARNISHEE

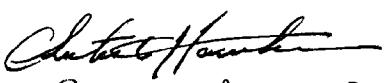
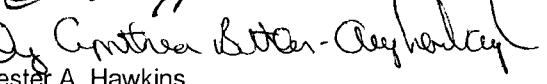
SHERIFF RETURN

---

SHERIFF HAWKINS \$32.64

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,

  
By:   
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

PAID: \$125.00

INTEREST: \$6.44

SHERIFF: \$

PROTH. COSTS: \$

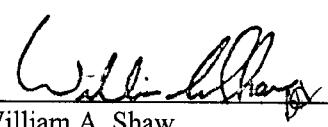
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 08/09/2004

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

Chester A. Haubens  
Sheriff by Cynthia Butler-Augustbaugh

  
\_\_\_\_\_  
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,

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

(4)  
No CC  
MAY 27 2005 Atty pd 20.00  
Notice to Garnishee  
MELISSA SHENKEL, Esq.  
Prothonotary, Clearfield County  
Statement to Atty

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,

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

By:

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

**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,

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  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

EXHIBIT

A

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  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**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  
COLLECT A DEBT AND ANY  
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: M.S.  
Cathy Ann Chromulak, Esq.  
Melissa A. Shenkel, Esq.  
375 Southpointe Boulevard  
4<sup>th</sup> 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 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date

5/18/95

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 614-887-7844

**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 Praeclipe 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



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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,

**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  
INFORMATION OBTAINED WILL  
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.

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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.

1104381 NO CC  
MAY 26 2005 CW

William A. Straw  
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

3

1

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.

## 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 18Pa. 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 614-887-7840

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

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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

03-26-05  
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

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

*Chester A. Hawkins*  
*by Mary Beth Horner*  
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 ;

~~(X) 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

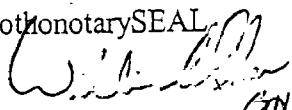
Interest From: \$ 182.12

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Rec'd 4-26-05 @ 11:30 AM  
Chester N. Hawkins  
by Manly Harn

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) 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:

Amount Due: \$3,864.99

Prothonotary: \$ 145.00

Interest From: \$ 182.12

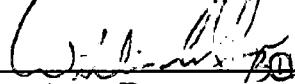
Sheriff: \$

TOTAL: \$ 4047.11  
Plus costs as per endorsement hereon.

Received 4-26-01 @ 11:30 AM

Chester N Hawline  
by Mary J. Horner

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) 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:

Amount Due: \$3,864.99

Prothonotary: \$145.00

Interest From: \$ 182.12

Sheriff: \$

TOTAL: \$ 4047.11

Plus costs as per endorsement hereon.

Recd 4-26-01 - @ 11:30 AM

Christie A. Hawlene  
by Maury Henn

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:

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]

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:

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

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:

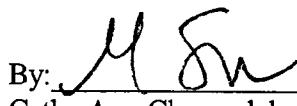
**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**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  
4<sup>th</sup> 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.**

**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:**

Praeclipe 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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

011000 *Cart to City*  
*Copy to CAC*  
OCT 05 2004

**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,

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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

\_\_\_\_\_  
Notary Public

**THIS IS AN ATTEMPT TO  
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**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 Praeclipe 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 Crawford  
\_\_\_\_\_  
Scott E. Crawford, Esq.

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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

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.

66K  
M 1:20 PM NOCC  
SEP 30 2004

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

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

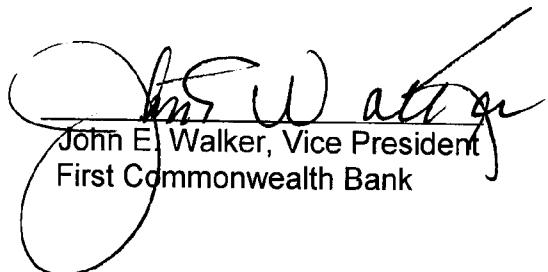
By: Scott E. Crawford  
Cathy Ann Chromulak, Esq.  
Scott E. Crawford, Esq.  
Heather C. Troxel, Esq.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

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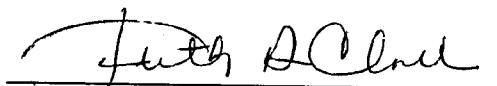
VERIFICATION

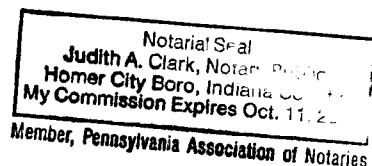
COMMONWEALTH OF PENNSYLVANIA      )  
COUNTY OF    Indiana                      )  
    )

On this 29<sup>th</sup> 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 29<sup>th</sup> day of September 2004

  
\_\_\_\_\_  
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  
4<sup>th</sup> 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.**

*(Paw)*  
FILED *acc & Lewonts*  
*m 19-4821 to Shaff*  
*AUG 09 2004* *Atty 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 And Service of Writ	\$3871.43

*125.00 Prothonotary Costs*

*Scott E. Crawford*

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

PAID: \$125.00

INTEREST: \$6.44

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 08/09/2004

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

Sheriff Docket # 15602

VS.

04-682-CD

HORNER, MARY BETH

COMPLAINT

**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  
Will

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

So Answers,

*Chester Hawkins*  
*by M. A. Shaw*  
Chester A. Hawkins  
Sheriff

*WAS* JUL 09 2004  
*07/09/04*  
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:**

Praeclipe 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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**THIS IS AN ATTEMPT TO  
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ICC & Notice to  
m/3:29/2011 Defendant  
JUL 26 2004 Statement to Atty  
Atty pd. 20.00

TO: PROTHONOTARY

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

Amount claimed in Complaint:	\$3,317.37
Interest from 4/07/04 through 7/22/04:	-0-
Costs of Collection through 7/22/04:	547.62
<b>TOTAL</b>	<b>\$3,864.99</b>

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

BY heather c. troxel  
CATHY ANN CHROMULAK, ESQUIRE  
SCOTT E. CRAWFORD, ESQUIRE  
HEATHER C. TROXEL, ESQUIRE  
Attorneys for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

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.

heather c. troxel  
CATHY ANN CHROMULAK, ESQUIRE  
SCOTT E. CRAWFORD, ESQUIRE  
HEATHER C. TROXEL, ESQUIRE

Sworn to and subscribed before me  
This 21<sup>st</sup> day of July, 2004.

Yvonne Gardner Jones  
Notary Public

Notarial Seal  
Yvonne Gardner Jones, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan. 29, 2005

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

Plaintiff,  
Vs.

CIVIL DIVISION  
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 Crawford*

CATHY ANN CHROMULAK, ESQ.  
SCOTT E. CRAWFORD, ESQ.  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> 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 site certificate additior	Due St if CC	
			<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> COD	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Return Receipt for Merchandise			<input type="checkbox"/> Registered Mail: With Postal Insurance
1		ROBERT A. PALUMBO 547 RUTLEDGE ROAD, TRANSFER, PA 16154									
2		EDWARD STREET 207 N. VINE STREET, CARMICHAELS, PA 15320-1253									
3		JAMES BRYAN 2658 E. ANN STREET, PHILADELPHIA, PA 19134									
4		MARY BETH HORNER 218 WEST DUBOIS STREET, DUBOIS, PA 15801									
5		REBECCA N. KEMERER 618 COURTVIEW DRIVE, GREENSBURG, PA 15601									
6		PAUL 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 RG00, SG13, and SG21 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.			UNITED STATES POSTAL SERVICE MAILED FROM ZIP CODE	
											

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  
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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-CV

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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**FILED**

MAY 17 2004

11:06 AM

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO SHEFF

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  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

**THIS IS AN ATTEMPT TO  
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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 2888

BROOKVILLE PA 15825

LOAN NO: 711723-567000

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
03/23/2001	04/23/2001	SAME DAY OF EACH MONTH	03/23/2005	25.795 %
<b>TOTAL OF PAYMENTS</b>	<b>AMOUNT FINANCED</b>			
\$ 6,077.76	\$ 3,618.21			
<b>TOTAL FINANCE CHARGE</b>	<b>SCHEDULED INTEREST</b>	<b>SERVICE CHARGE</b>		<b>OFFICIAL FEES</b>
\$ 2,459.56	\$ 2,309.55	\$ 150.00		\$ .00
LIFE INS PREMIUM	DISABILITY INS PREMIUM	IUI PREMIUM		
\$ NONE	\$ NONE	\$ NONE		
			PROPERTY INS (PPI)	
			\$ 119.00	
				NON FILING INSURANCE PREMIUM
<b>FIRST INSTALLMENT</b>	<b>MONTHLY INSTALLMENT</b>			\$ NONE
\$ 126.62	\$ 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



PA875011

\*HO5000995197CEA8000PAB750110\*

ORIGINAL

PLAINTIFF'S  
EXHIBIT

"A"

## 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



\*H05000995197CEA8000PAB750120\*\*HORNER

\*

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

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

BORROWERS:

MaryBeth Horner (SEAL)  
Robert L. Horner (SEAL)

WITNESS:

John A. Stumpf (SEAL)

03-01-00 NRE

PAB75013



\*H05000995197CEA8000PAB750130\*\*HORNER

\*

ORIGINAL

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.

M. L. Osteen  
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

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  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

Date: April 21, 2005

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
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6W  
will enter into court  
m/3/05 3:11 to Shif  
APR 25 2005 Am pd  
00.00

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

NATIONAL CITY BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

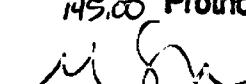
TO: The Prothonotary

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 <b>Prothonotary costs</b>

  
MELISSA A. SHENKEL, ESQ.

THIS IS AN ATTEMPT TO  
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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

~~(X) 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.

Prothonotary SEAL

Agent/Deputy SDY