

05-274-CD

Beneficial vs. P. Witherite et al



Benef. Cons. Disc v. Philip Witherite et al  
2005-274-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

PHILIPS T. WITHERITE a/k/a PHILIP  
WITHERITE and JO A. WITHERITE a/k/a  
JO WITHERITE

Defendant.

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

Date: April 15, 2005

CIVIL DIVISION

No. 2005-274-CD

TYPE OF PLEADING:

Praecipe to Discontinue  
Without Prejudice

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

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

FILED  
m/12/4 3/6/1  
APR 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

No CC

Cert. of Disc. to  
Attn  
copy to CIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

**CIVIL DIVISION**

No. 2005-274-CD

PHILIPS T. WITHERITE a/k/a PHILIP  
WITHERITE and JO A. WITHERITE a/k/a  
JO WITHERITE

Defendants.

**PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE**

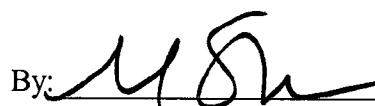
TO: The Prothonotary:

Please discontinue without prejudice the above-captioned action and mark the docket  
accordingly.

Respectfully submitted,

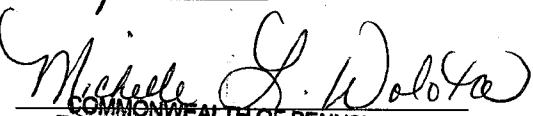
CHROMULAK & ASSOCIATES, L.L.C.

By:

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

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 15 day  
of April, 2005.

  
COMMONWEALTH OF PENNSYLVANIA  
Notary Public Notarial Seal  
Michelle L. Wokota, Notary Public  
Cedric Twp., Washington County  
My Commission Expires July 7, 2008  
Member, Pennsylvania Association Of Notaries

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**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 to Discontinue without Prejudice was served upon the following by First Class Mail, postage prepaid on this 18th day of April, 2005.

PHILIPS T. WITHERITE a/k/a PHILIP  
WITHERITE and JO A. WITHERITE a/k/a  
JO A. WITHERITE  
412 ST. CLARA STREET  
HOUTZDALE, PA 16651



\_\_\_\_\_  
Melissa A. Shenkel, Esq.

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

*Copy*

CIVIL DIVISION

**Beneficial Consumer Discount Company**

Vs.

**No. 2005-00274-CD**

**Philip T. Witherite**

**Jo A. Witherite**

**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 April 20, 2005, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Chromulak & Associates, LLC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of April A.D. 2005.

---

William A. Shaw, Prothonotary

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

Defendants.

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

Defendant's Address:  
412 ST. CLARA STREET  
HOUTZDALE, PA 16651

**CIVIL DIVISION**

No. 2005-274-C0

**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  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**FILED**

*BD*

MAR 02 2005

*M/12/2005*

William A. Shaw  
Prothonotary

*2 fm to Shaw*

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

Vs.

**CIVIL DIVISION**

No.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

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.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE,

Defendants.

**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. PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a JO WITHERITE are adult individuals residing at 412 ST. CLARA STREET, HOUTZDALE, PA 16651.

3. On or about JULY 20, 2002, Defendants 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 the Defendants, Plaintiff advanced funds to the Defendants.

THIS IS AN ATTEMPT TO  
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5. Defendants are 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 SEPTEMBER 30, 2004.

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 Defendants is in the sum of THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS as of JANUARY 24, 2005.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have 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 THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS, plus court costs and attorney's fees.

Respectfully submitted,  
**Chromulak & Associates, LLC**

By:   
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**MELISSA A. SHENKEL, ESQ.**  
PA ID NO. 91445  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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BE USED FOR THAT PURPOSE.**

# 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")

WITHERITE, PHILIP T  
 SS# 183485473  
 WITHERITE, JO A  
 SS# 197508248  
 RR1 BOX 684CC  
 OSCEOLA MILLS PA 16666

LOAN NO: 711723-581365

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
07/20/2002	08/20/2002	SAME DAY OF EACH MONTH	07/20/2007	25.698 %
TOTAL OF PAYMENTS	AMOUNT FINANCED			
\$ 20,964.00	\$ 11,739.84			
TOTAL FINANCE CHARGE	SCHEDULED INTEREST	SERVICE CHARGE		OFFICIAL FEES
\$ 9,224.16	\$ 9,224.16	\$ .00		\$ .00
LIFE INS PREMIUM	DISABILITY INS PREMIUM	IUI PREMIUM		
\$ 414.46	\$ 901.45	\$ 830.17		
			PROPERTY INS (PPI)	
			\$ 389.47	
				NON FILING INSURANCE PREMIUM
FIRST INSTALLMENT	MONTHLY INSTALLMENT		TERM PERIOD	\$ NONE
\$ 349.40	\$ 349.40		60	

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



PAB75011

\*W08AC4E31K91CEA9000PAB750110\*

EXHIBIT

"A"

ORIGINAL

## 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



\*W08AC4E31K91CEA9000PAB750120\*WITHERITE

\*

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:**

Philly Witherite (SEAL)

J. Witherite (SEAL)

(SEAL)

**WITNESS:**

Paula J. Seelby

03-01-00 NRE

PAB75013



\*W08AC4E31K91CEA9000PAB750130\*\*WITHERITE

\*

ORIGINAL

**EXHIBIT 1-A Valuation of Personal Property (SECURED ONLY) Page 1 of 2**

LENDER (Called "We", "Us", "Our")  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 90 BEAVER DRIVE  
 SUITE 114 C  
 DUBOIS PA 15801

ACCOUNT NUMBER: 71172300581365

BORROWER(S) (Called "You", "Your"):  
 WITHERITE, PHILIP T  
 WITHERITE, JO A  
 RR1 BOX 684CC  
 OSCEOLA PA 16656

DATE: 07/20/2002

**DEFINITION:** The words "you" and "your" refer to borrowers and co-owners of property securing the loan. The words "we", "us" and "our" refer to the Lender, shown on the Loan Agreement evidencing the loan.

**AGREEMENT:** You signed a Loan Agreement on the date above and gave a security interest in personal property. Exhibit 1-A is incorporated by reference into the Loan Agreement. Listed below is an individual itemization and your estimate of the market value of the personal property ("property") that secures your loan. Market value means the price a willing buyer not compelled to buy would pay for the property.

For insurance purposes only, also listed below is your estimate of the replacement value of all of your personal property in which you have given a security interest. Replacement value means the cost of new, substitute property of the same kind and quality.

**CERTAIN PERSONAL PROPERTY ITEMS (including non-titled equipment)**

Listed below are the only acceptable items of personal property that can be used as security for your loan. You have provided the brief descriptions, brand names, model numbers, names of manufacturers, or other types of distinguishing features, and the following estimated market value and replacement value for the items of personal property securing your loan.

QTY	ITEM	DESCRIPTION	MARKET VALUE	REPLACE. VALUE
<b>AUDIO/RADIO EQUIPMENT</b>				
	Amplifier/AM-FM Receiver			
	Compact Disc Player			
	Speakers			
	Compact Disc Library			
<b>VIDEO EQUIPMENT</b>				
	2nd Television Set			
	3rd Television Set			
	Video Cassette Recorder			
	DVD			
	TIVO			
	Digital Camera/Video			
<b>PERSONAL COMPUTER EQUIPMENT</b>				
1	CPU/Keyboard/Disk Drive	MISC	\$2000	\$2600
1	Monitor	MISC	\$500	\$700
	Laptop			
	PDA			
1	Printer	MISC	\$700	\$900
	Scanner			
<b>EXERCISE EQUIPMENT</b>				
	Exercise Bike			
	Free Weights			
	Home Gym			
	Treadmill			
<b>RECREATIONAL EQUIPMENT</b>				
	Bicycles			
	Canoes			
	Golf Clubs			
	Hot Tub			
	Pool Table			
	Scuba Diving Equipment			
	Outboard Motor			
	Swimming Pool (above ground)			
	Sailboat			
<b>PHOTOGRAPHIC EQUIPMENT</b>				
	Camera			
	Lenses			
	Video Camcorder			
	Movie/Slide Projector			
<b>MUSICAL INSTRUMENTS</b>				
	Piano/Organ			
	Guitar			

11-01-01 PPI  
 SECURED ONLY

USB12011



KW08AC4E31K91PP19000USB120110\*\*WITHERITE

\*

ORIGINAL

**VERIFICATION**

Dawn Richt, Recover Specialist for

Beneficial Consumer DIscount 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 forgoing Answers to Defendant's First Set of Interrogatories are true and correct to the best of her knowledge, information and belief.



---

Dawn Richt

# CHROMULAK & ASSOCIATES, L.L.C.

375 SOUTHPOINTE BOULEVARD  
4<sup>TH</sup> FLOOR

CANONSBURG, PENNSYLVANIA 15317

TELEPHONE (724) 916-2400

FACSIMILE (724) 916-2411

Eric Zdenek

Legal Assistant

Direct Dial: (724) 916-2413

[La2@chromulak.com](mailto:La2@chromulak.com)

**DATE:** FEBRUARY 28, 2005

**TO:** SHERIFF, CLEARFIELD COUNTY

**RE:** BENEFICIAL CONSUMER DISCOUNT COMPANY v. PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE & JO A. WITHERITE a/k/a JO WITHERITE

**NO:**

Dear Sir/Madam:

**Enclosed for service please find the following documents:**

- Complaint – Civil Action and check in the amount of \$85.00 for advance costs.
- Other:
- Instructions to the Sheriff to serve Defendant(s) are also enclosed.
- Please return the Sheriff's Affidavit of Service and the receipt in the self-addressed, stamped envelope provided.

If you have any questions, please call me at (724) 916-2413.

Very truly yours,



Eric Zdenek

# ORDER FOR SERVICE

(All information from Attorney must be filled in before service can be made)

PREPARE A SEPARATE ORDER FOR SERVICES FORM FOR EACH DEFENDANT TO BE SERVED BY THE SHERIFF.

TO: SHERIFF OF CLEARFIELD COUNTY

DATE FEBRUARY 28, 2005

Atty. Name, Address, ID & Telephone No.

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

Melissa A. Shenkel, Esquire  
PA ID No. 91445  
(724) 916-2418

CASE NO. \_\_\_\_\_

SHERIFF COST TOTAL \_\_\_\_\_

WRIT OF \_\_\_\_\_

COMPLAINT IN CIVIL ACTION

OTHER \_\_\_\_\_

## FOR SHERIFF USE ONLY

PERSON SERVED \_\_\_\_\_

RELATION / POSITION \_\_\_\_\_

PLACE OF SERVICE \_\_\_\_\_

TIME OF SERVICE \_\_\_\_\_

DATE OF SERVICE \_\_\_\_\_

NUMBER OF ATTEMPTS \_\_\_\_\_

DEPUTY \_\_\_\_\_

LAST DAY FOR SERVICE \_\_\_\_\_

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs PLAINTIFF

PHILIP T. WITHERITE & JO A. WITHERITE

DEFENDANT

SERVE UPON JO A. WITHERITE a/k/a JO WITHERITE

LOCATION / ADDRESS OF DEFENDANT(S):

412 ST. CLARA STREET

HOUTZDALE, PA 16651

SPECIAL INSTRUCTIONS (Use Reverse Side if Necessary)

**PLEASE SERVE THE COMPLAINT UPON THE DEFENDANT AT THE ADDRESS PROVIDED ABOVE.**

SERVICE WAS NOT MADE BECAUSE

(For Sheriff Use Only)

WHEN ANY DEPUTY SHERIFF LEVYS OR ATTACHED PROPERTY, HE WILL LEAVE THE PROPERTY WITHOUT A WATCHMAN AND IN CUSTODY OF PERSON FOUND IN POSSESSION AFTER NOTIFYING THE PERSON THAT PROPERTY IS UNDER A SHERIFF LEVY. THE DEPUTY IS NOT LIABLE IN ANY WAY FOR PROTECTING PROPERTY BEFORE SHERIFF'S SALE.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100265**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 05-274-CD

vs.

PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a  
JO WITHERITE

**SHERIFF RETURNS**

NOW April 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PHILIP T. WITHERITE AKA PHILIP WITHERITE, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

E SW

**FILED**  
04/04/2005  
APR 04 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket #

**100265**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 05-274-CD

vs.

PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a  
JO WITHERITE

**SHERIFF RETURNS**

NOW April 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO JO A. WITHERITE AKA JO WITHERITE, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket #

**100265**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 05-274-CD

vs.

PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a  
JO WITHERITE

**SHERIFF RETURNS**

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	5999	20.00
SHERIFF HAWKINS	CHROMULAK	5999	50.15

Sworn to Before me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

Defendants.

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

Defendant's Address:  
412 ST. CLARA STREET  
HOUTZDALE, PA 16651

CIVIL DIVISION

No. 2005 - 274-C0

TYPE OF PLEADING:

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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, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

MAR 02 2005

Attest.

*William L. Hause*  
Prothonotary/  
Clerk of Courts

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

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PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

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

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.

Plaintiff,

vs.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE,

Defendants.

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. PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a JO WITHERITE are adult individuals residing at 412 ST. CLARA STREET, HOUTZDALE, PA 16651.

3. On or about JULY 20, 2002, Defendants 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 the Defendants, Plaintiff advanced funds to the Defendants.

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

5. Defendants are 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 SEPTEMBER 30, 2004.

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 Defendants is in the sum of THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS as of JANUARY 24, 2005.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have 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 THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS, plus court costs and attorney's fees.

Respectfully submitted,  
**Chromulak & Associates, LLC**

By:   
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**MELISSA A. SHENKEL, ESQ.**  
PA ID NO. 91445  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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

**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")**

WITHERITE, PHILIP T  
SS# 183485473  
WITHERITE, JO A  
SS# 197508248  
RR1 BOX 684CC  
OSCEOLA MILLS PA 16666

**LOAN NO:** 711723-581365

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
07/20/2002	08/20/2002	SAME DAY OF EACH MONTH	07/20/2007	25.698 %
<b>TOTAL OF PAYMENTS</b>	<b>AMOUNT FINANCED</b>			
\$ 20,964.00	\$ 11,739.84			
<b>TOTAL FINANCE CHARGE</b>	<b>SCHEDULED INTEREST</b>	<b>SERVICE CHARGE</b>		<b>OFFICIAL FEES</b>
\$ 9,224.16	\$ 9,224.16	\$ .00		\$ .00
<b>LIFE INS PREMIUM</b>	<b>DISABILITY INS PREMIUM</b>	<b>IUI PREMIUM</b>		
\$ 414.46	\$ 901.45	\$ 830.17		
			<b>PROPERTY INS (PPO)</b>	
			389.47	
				<b>NON FILING INSURANCE PREMIUM</b>
				\$ NONE
<b>FIRST INSTALLMENT</b>	<b>MONTHLY INSTALLMENT</b>		<b>TERM PERIOD</b>	
\$ 349.40	\$ 349.40		60	

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".

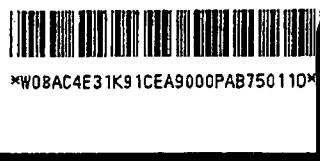
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

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



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**EXHIBIT**

**"A"**

tables

ORIGINAL

PAB75011

## 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



\*\*W08AC4E31K91CEA9000PAB750120\*\*WITHERITE

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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:

Philip Witherite (SEAL)

J. Witherite (SEAL)

\_\_\_\_\_  
(SEAL)

WITNESS:

Paula O'neill

03-01-00 NRE

PAB75013



\*W08AC4E31K91CEA9000PAB750130\*\*WITHERITE \* ORIGINAL

## EXHIBIT 1-A Valuation of Personal Property (SECURED ONLY) Page 1 of 2

LENDER (Called "We", "Us", "Our")  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 90 BEAVER DRIVE  
 SUITE 114 C  
 DUBOIS PA 15801

ACCOUNT NUMBER: 71172300581365

BORROWER(S) (Called "You", "Your"):  
 WITHERITE, PHILIP T  
 WITHERITE, JO A  
 RR1 BOX 684CC  
 OSCEOLA PA 16666

DATE: 07/20/2002

DEFINITION: The words "you" and "your" refer to borrowers and co-owners of property securing the loan. The words "we", "us" and "our" refer to the Lender, shown on the Loan Agreement evidencing the loan.

AGREEMENT: You signed a Loan Agreement on the date above and gave a security interest in personal property. Exhibit 1-A is incorporated by reference into the Loan Agreement. Listed below is an individual itemization and your estimate of the market value of the personal property ("property") that secures your loan. Market value means the price a willing buyer not compelled to buy would pay for the property.

For insurance purposes only, also listed below is your estimate of the replacement value of all of your personal property in which you have given a security interest. Replacement value means the cost of new, substitute property of the same kind and quality.

## CERTAIN PERSONAL PROPERTY ITEMS (including non-titled equipment)

Listed below are the only acceptable items of personal property that can be used as security for your loan. You have provided the brief descriptions, brand names, model numbers, names of manufacturers, or other types of distinguishing features, and the following estimated market value and replacement value for the items of personal property securing your loan.

QTY	ITEM	DESCRIPTION	MARKET VALUE	REPLACE. VALUE
AUDIO/RADIO EQUIPMENT				
	Amplifier/AM-FM Receiver			
	Compact Disc Player			
	Speakers			
	Compact Disc Library			
VIDEO EQUIPMENT				
	2nd Television Set			
	3rd Television Set			
	Video Cassette Recorder			
	DVD			
	TIVO			
	Digital Camera/Video			
PERSONAL COMPUTER EQUIPMENT				
1	CPU/Keyboard/Disk Drive	MISC	\$2000	\$2600
1	Monitor	MISC	\$500	\$700
	Laptop			
	PDA			
1	Printer	MISC	\$700	\$900
	Scanner			
EXERCISE EQUIPMENT				
	Exercise Bike			
	Free Weights			
	Home Gym			
	Treadmill			
RECREATIONAL EQUIPMENT				
	Bicycles			
	Canoes			
	Golf Clubs			
	Hot Tub			
	Pool Table			
	Scuba Diving Equipment			
	Outboard Motor			
	Swimming Pool (above ground)			
	Sailboat			
PHOTOGRAPHIC EQUIPMENT				
	Camera			
	Lenses			
	Video Camcorder			
	Movie/Slide Projector			
MUSICAL INSTRUMENTS				
	Piano/Organ			
	Guitar			

11-01-01 PPI  
SECURED ONLY

USB12011



WW08AC4E31K91PP19000USB120110\*\*WITHERITE

\*

ORIGINAL

**VERIFICATION**

**Dawn Richt, Recover Specialist for**

**Beneficial Consumer DIscount 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 forgoing Answers to Defendant's First Set of Interrogatories are true and correct to the best of her knowledge, information and belief.**



---

**Dawn Richt**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

Defendants.

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

Defendant's Address:  
412 ST. CLARA STREET  
HOUTZDALE, PA 16651

**CIVIL DIVISION**

No. 2005-274-CJ

**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  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

MAR 02 2005

Attest.

*William B. Linn*  
Prothonotary/  
Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
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Plaintiff,

Vs.

CIVIL DIVISION

No.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE

Defendant(s)

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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  
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PENNSYLVANIA

BENEFICIAL CONSUMER  
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CIVIL DIVISION

No.

Plaintiff,

vs.

PHILIP T. WITHERITE  
a/k/a PHILIP WITHERITE  
and  
JO A. WITHERITE  
a/k/a JO WITHERITE,

Defendants.

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. PHILIP T. WITHERITE a/k/a PHILIP WITHERITE and JO A. WITHERITE a/k/a JO WITHERITE are adult individuals residing at 412 ST. CLARA STREET, HOUTZDALE, PA 16651.

3. On or about JULY 20, 2002, Defendants 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 the Defendants, Plaintiff advanced funds to the Defendants.

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

5. Defendants are 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 SEPTEMBER 30, 2004.

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 Defendants is in the sum of THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS as of JANUARY 24, 2005.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have 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 THIRTEEN THOUSAND, NINETY SEVEN 51/100 (\$13,097.51) DOLLARS, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By:   
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**MELISSA A. SHENKEL, ESQ.**  
PA ID NO. 91445  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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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")**

WITHERITE, PHILIP T  
 SS# 183485473  
 WITHERITE, JO A  
 SS# 197508248  
 RR1 BOX 684CC  
 OSCEOLA MILLS PA 16666

**LOAN NO:** 711723-581365

DATE OF LOAN	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
07/20/2002	08/20/2002	SAME DAY OF EACH MONTH	07/20/2007	25.698 %
<b>TOTAL OF PAYMENTS</b>	<b>AMOUNT FINANCED</b>			
\$ 20,964.00	\$ 11,739.84			
<b>TOTAL FINANCE CHARGE</b>	<b>SCHEDULED INTEREST</b>	<b>SERVICE CHARGE</b>		<b>OFFICIAL FEES</b>
\$ 9,224.16	\$ 9,224.16	\$ .00		\$ .00
LIFE INS PREMIUM	DISABILITY INS PREMIUM	IUI PREMIUM		
\$ 414.46	\$ 801.45	\$ 830.17		
			<b>PROPERTY INS (PPI)</b>	
			\$ 389.47	
				<b>NON FILING INSURANCE PREMIUM</b>
				\$ NONE
<b>FIRST INSTALLMENT</b>	<b>MONTHLY INSTALLMENT</b>		<b>TERM PERIOD</b>	
\$ 349.40	\$ 349.40		60	

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



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**EXHIBIT**

**"A"**

tables

ORIGINAL

PAB75011

## 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.

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**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



\*\*W08AC4E31K91CEA9000PAB750120\*\*WITHERITE

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:

Philip Witherite (SEAL)

J. Witherite (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

WITNESS:

Paula J. Seelby



## EXHIBIT I-A Valuation of Personal Property (SECURED ONLY) Page 1 of 2

LENDER (Called "We", "Us", "Our")  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 ✓ 90 BEAVER DRIVE  
 SUITE 114 C  
 DUBOIS PA 15801

ACCOUNT NUMBER: 71172300581365

BORROWER(S) (Called "You", "Your"):  
 WITHERITE, PHILIP T  
 WITHERITE, JO A  
 RR1 BOX 684CC  
 OSCEOLA PA 16666

DATE: 07/20/2002

DEFINITION: The words "you" and "your" refer to borrowers and co-owners of property securing the loan. The words "we", "us" and "our" refer to the Lender, shown on the Loan Agreement evidencing the loan.

AGREEMENT: You signed a Loan Agreement on the date above and gave a security interest in personal property. Exhibit I-A is incorporated by reference into the Loan Agreement. Listed below is an individual itemization and your estimate of the market value of the personal property ("property") that secures your loan. Market value means the price a willing buyer not compelled to buy would pay for the property.

For insurance purposes only, also listed below is your estimate of the replacement value of all of your personal property in which you have given a security interest. Replacement value means the cost of new, substitute property of the same kind and quality.

## CERTAIN PERSONAL PROPERTY ITEMS (including non-titled equipment)

Listed below are the only acceptable items of personal property that can be used as security for your loan. You have provided the brief descriptions, brand names, model numbers, names of manufacturers, or other types of distinguishing features, and the following estimated market value and replacement value for the items of personal property securing your loan.

QTY	ITEM	DESCRIPTION	MARKET VALUE	REPLACE. VALUE
AUDIO/RADIO EQUIPMENT				
	Amplifier/AM-FM Receiver			
	Compact Disc Player			
	Speakers			
	Compact Disc Library			
VIDEO EQUIPMENT				
	2nd Television Set			
	3rd Television Set			
	Video Cassette Recorder			
	DVD			
	TIVO			
	Digital Camera/Video			
PERSONAL COMPUTER EQUIPMENT				
1	CPU/Keyboard/Disk Drive	MISC	\$2000	\$2600
1	Monitor	MISC	\$500	\$700
	Laptop			
	PDA			
1	Printer	MISC	\$700	\$900
	Scanner			
EXERCISE EQUIPMENT				
	Exercise Bike			
	Free Weights			
	Home Gym			
	Treadmill			
RECREATIONAL EQUIPMENT				
	Boyoles			
	Canoes			
	Golf Clubs			
	Hot Tub			
	Pool Table			
	Scuba Diving Equipment			
	Outboard Motor			
	Swimming Pool (above ground)			
	Sailboat			
PHOTOGRAPHIC EQUIPMENT				
	Camera			
	Lenses			
	Video Camcorder			
	Movie/Slide Projector			
MUSICAL INSTRUMENTS				
	Piano/Organ			
	Guitar			

11-01-01 PPI  
 SECURED ONLY

USB12011



XW08AC4E31K91PP1900DUS8120110\*\*WITHERITE

ORIGINAL

**VERIFICATION**

Dawn Richt, Recover Specialist for

Beneficial Consumer DIscount 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 forgoing Answers to Defendant's First Set of Interrogatories are true and correct to the best of her knowledge, information and belief.



Dawn Richt

## **ORDER FOR SERVICE**

(All information from Attorney must be filled in before service can be made)  
PREPARE A SEPARATE ORDER FOR SERVICES FORM FOR EACH DEFENDANT TO BE SERVED BY THE SHERIFF.

TO: SHERIFF OF CLEARFIELD COUNTY

DATE FEBRUARY 28, 2005

Atty. Name, Address, ID & Telephone No.

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

Melissa A. Shenkel, Esquire  
PA ID No. 91445  
(724) 916-2418

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs PLAINTIFF

PHILIP T. WITHERITE & JO A. WITHERITE

DEFENDANT

SERVE UPON PHILIP T. WITHERITE a/k/a PHILIP WITHERITE

LOCATION / ADDRESS OF DEFENDANT(S):

412 ST. CLARA STREET

HOUTZDALE, PA 16651

CASE NO. \_\_\_\_\_

SHERIFF COST TOTAL \_\_\_\_\_

WRIT OF \_\_\_\_\_

COMPLAINT IN CIVIL ACTION

OTHER \_\_\_\_\_

### **FOR SHERIFF USE ONLY**

PERSON SERVED \_\_\_\_\_

RELATION / POSITION \_\_\_\_\_

PLACE OF SERVICE \_\_\_\_\_

TIME OF SERVICE \_\_\_\_\_

DATE OF SERVICE \_\_\_\_\_

NUMBER OF ATTEMPTS \_\_\_\_\_

DEPUTY \_\_\_\_\_

LAST DAY FOR SERVICE \_\_\_\_\_

SPECIAL INSTRUCTIONS (Use Reverse Side if Necessary)

**PLEASE SERVE THE COMPLAINT UPON THE DEFENDANT AT THE ADDRESS PROVIDED ABOVE.**

SERVICE WAS NOT MADE BECAUSE  
(For Sheriff Use Only)

WHEN ANY DEPUTY SHERIFF LEVYS OR ATTACHED PROPERTY, HE WILL LEAVE THE PROPERTY WITHOUT A WATCHMAN AND IN CUSTODY OF PERSON FOUND IN POSSESSION AFTER NOTIFYING THE PERSON THAT PROPERTY IS UNDER A SHERIFF LEVY. THE DEPUTY IS NOT LIABLE IN ANY WAY FOR PROTECTING PROPERTY BEFORE SHERIFF'S SALE.