

05-274-CD
Beneficial vs. P. Witherite et al



Benef. Cons. Disct 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:

Praeipue 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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

FILED ⁽⁶²⁾
m/12:43/BN
APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

No CC
Cert. of Disc. to
Aug
copy to CIA

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.

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

Defendants.

CIVIL DIVISION

No. 2005-274-CD

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

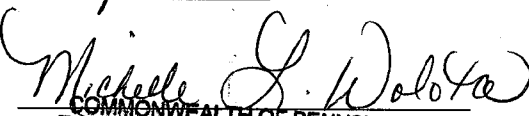
375 Southpointe Boulevard

4th Floor

Canonsburg, PA 15317

Sworn to and subscribed

Before me this 15 day
of April, 2005.


Notary Public

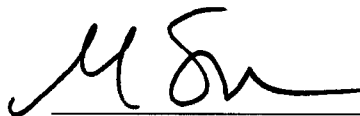
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle L. Wolota, Notary Public
Cecil Twp., Washington County
My Commission Expires July 7, 2008
Member, Pennsylvania Association Of Notaries

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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 Praeceptum 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

A handwritten signature in black ink, appearing to read 'M Shenkel', is written over a horizontal line.

Melissa A. Shenkel, Esq.

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

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:
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Prospect Heights, IL 60070

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

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CIVIL DIVISION

No. 2005-274-CD

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Complaint

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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
4th Floor
Canonsburg, PA 15317

(724) 916-2400

FILED

MAR 02 2005

M/12:20/05
William A. Shaw
Prothonotary
2 cert to SHAR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

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.

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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

4th 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 16801

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



W08AC4E31K91CEA9000PAB750110



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**W1THERITE

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 W. Wetherill (SEAL)

J. Wierste (SEAL)

WITNESS:

Paal-treubing

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



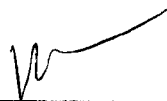
ORIGINAL

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
4TH FLOOR
CANONSBURG, PENNSYLVANIA 15317

TELEPHONE (724) 916-2400

FACSIMILE (724) 916-2411

Eric Zdenek
Legal Assistant
Direct Dial: (724) 916-2413
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

BENEFICIAL CONSUMER DISCOUNT COMPANY

PERSON SERVED _____

RELATION / POSITION _____

PLACE OF SERVICE _____

TIME OF SERVICE _____

vs PLAINTIFF

PHILIP T. WITHERITE & JO A. WITHERITE

DEFENDANT

DATE OF SERVICE _____

NUMBER OF ATTEMPTS _____

DEPUTY _____

LAST DAY FOR SERVICE _____

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: /


FILED

012:00/1
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
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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

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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DISCOUNT COMPANY,

Plaintiff,

vs.

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

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No. 2005 - 274 - CD

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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
4th 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. Shuman
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

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

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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

4th 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 07/20/2002	FIRST PAYMENT DUE DATE 08/20/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 07/20/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 20,964.00	AMOUNT FINANCED \$ 11,739.84			
TOTAL FINANCE CHARGE \$ 9,224.16	SCHEDULED INTEREST \$ 9,224.16	SERVICE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 414.46	DISABILITY INS PREMIUM \$ 901.45	UI PREMIUM \$ 830.17		
			PROPERTY INS (PPD) \$ 389.47	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 349.40	MONTHLY INSTALLMENT \$ 349.40	TERM PERIOD 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



W08AC4E31K91CEA9000PAB750110

EXHIBIT

"A"



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

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:

P. A. Treubert



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			



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

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

CIVIL DIVISION

No. 2005-274-CD

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
4th 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 A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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

4th 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 07/20/2002	FIRST PAYMENT DUE DATE 08/20/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 07/20/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 20,964.00	AMOUNT FINANCED \$ 11,739.84			
TOTAL FINANCE CHARGE \$ 9,224.16	SCHEDULED INTEREST \$ 9,224.16	SERVICE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 414.46	DISABILITY INS PREMIUM \$ 901.45	UI PREMIUM \$ 830.17		
			PROPERTY INS (PPD) \$ 389.47	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 349.40	MONTHLY INSTALLMENT \$ 349.40	TERM PERIOD 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



W08AC4E31K91CEA9000PAB750110

EXHIBIT

"A"



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*W1THERITE

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 W. Thorne (SEAL)

B. Wilentz (SEAL)

 _____ (SEAL)

WITNESS:
P. A. Treedy



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: 71172300581355

BORROWER(S) (Called "You", "Your"):
WITHERITE, PHILIP T
WITHERITE, JO A
RR1 BOX 684CC
OSCEOLA PA 16665

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			




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

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 PHILIP T. WITHERITE a/k/a PHILIP 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.